

Exhibit 40

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NEGOTIATED AGREEMENT

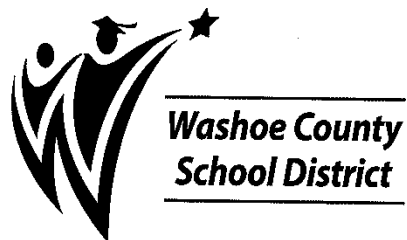
Between

WASHOE COUNTY SCHOOL DISTRICT

And

WASHOE SCHOOL PRINCIPALS' ASSOCIATION

2017– 2019



Effective July 1, 2017

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Washoe County School District and Washoe School Principals' Association

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PREAMBLE

WHEREAS, pursuant to the provisions of Chapter 288 of the Laws of the State of Nevada, known as the Local Government Employee-Management Relations Act, the Washoe School Principals' Association (hereinafter referred to as WSPA) has been recognized as the exclusive bargaining representative for the unit hereinafter described by the Washoe County School District Board of Trustees (hereinafter referred to as the Board of Trustees), and

WHEREAS, the Board of Trustees and WSPA recognize a common responsibility to work together in cooperation in order to achieve high quality education and to cooperate in their common aims and their employer-employee relationships.

NOW, THEREFORE, the said parties have as a result of joint discussions agreed upon the following terms concerning the conditions of employment for all members of the bargaining unit represented by WSPA.

ARTICLE 1 DEFINITIONS

- 1.1 The term "NRS 288," as used in this Agreement, shall refer to the Statutes of Nevada enacted by the 1969 session of the Nevada Legislature and revised by subsequent sessions of the Nevada Legislature, also known as the Local Government Employee-Management Relations Act.
- 1.2 The term "unit member" or "member" as used in this Agreement, shall refer to, Principals, Assistant Principals, Specialist, Directors and Assistant Directors, Coordinators 1 and 2, Lead Psychologist, Program Administrator, Site Administrators, Turning Point Administrator and other people who hold administrative credentials and serve in that capacity in WCSD. The exception will be those Administrators who are excluded by NRS 288.
- 1.3 The term "Agreement" shall refer to the name of this document as the Professional Negotiation Agreement between the Washoe County School District (WCSD) and the Washoe School Principals' Association (WSPA).
- 1.4 The term "Board of Trustees," as used in this Agreement, shall refer to the Board of Trustees of the Washoe County School District and is the entity known as the local government employer in NRS 288.
- 1.5 The term "Association," as used in this Agreement, shall refer to the Washoe School Principals' Association, as the bargaining unit.

- 1.6 The term "School District," as used in this Agreement, shall refer to the Washoe County School District.
- 1.7 The term "Superintendent," as used in this Agreement, shall refer to the Superintendent of Schools of the Washoe County School District or the designated representative of the Superintendent.
- 1.8 The terms "Board of Trustees" and "Association" will include authorized officers, representatives, and agents. Despite references to "Board of Trustees" and "Association," as such, each reserves the right to act hereunder by committee-designated representatives.
- 1.9 The term "School Year" shall refer to NRS 388.080, which states: "...the public school year commences on the 1st day of July and ends on the last day of June."
- 1.10 The term "work year" shall mean the number of contractual days based on job descriptions that bargaining unit members work during each calendar year.
- 1.11 The term "day" shall mean the work day.
- 1.12 The term "Immediate Family," pertaining to the use of sick leave and bereavement leave, shall mean mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, foster child, step child, step parent, grandmother, grandfather, grandchild, foster parent, and brother-, sister-, daughter- or son-in-law, of a bargaining unit member, or any person who maintains the same permanent residence with a bargaining unit member.

ARTICLE 2 RECOGNITION

- 2.1 The Board of Trustees recognizes the WSPA as the exclusive representative of all who are eligible to become unit members and who are employed by the Washoe County School District, with the exception of such employees as are excluded by NRS 288.
- 2.2 Any reference to individual Administrators in this agreement in masculine terms, such as "he," "his," or "him," shall in every case be applicable to female employees as if these terms were written as "she," "hers," or "her."

ARTICLE 3 NEGOTIATIONS

For purposes of meetings involving negotiations, including mediation and arbitration, members of the WSPA's bargaining team will be afforded the time without recrimination, retaliation or penalty. It is expressly understood that no

reference to unit members' participation in the negotiations process may be used or referred to within a negative connotation in the unit members' evaluation.

**ARTICLE 4
FAIR PRACTICES**

- 4.1 The Association must equally represent all administrative personnel within the bargaining unit without regard to membership or participation in any other administrative employee organization. The Association will continue to admit administrative persons to membership and participation in its affairs without discrimination on the basis of race, creed, color, national origin, sex, age or handicap.

**ARTICLE 5
NO STRIKES/WORK STOPPAGES**

- 5.1 It is hereby agreed by the Association that there will be no strikes, stoppages of work, or slowdown of the operations of the School District during the term of this Agreement.

**ARTICLE 6
IMPASSE**

- 6.1 If the School District and the WSPA are unable to reach agreement as a result of negotiations, impasse proceedings may be invoked by either party in accordance with the provisions of NRS 288.

**ARTICLE 7
DISABILITY CLAUSE**

- 7.1 If an Administrator becomes disabled as defined by the Americans with Disabilities Act (ADA), any potential transfer shall be implemented in accordance with said Act.

**ARTICLE 8
GENERAL SAVINGS CLAUSE**

- 8.1 If any provision of the Agreement or any application thereof to any employee or group of employees is found contrary to law, then such provision or application will be invalid and will remain in effect only to the extent permitted by law; however, all other provisions or applications will continue in full force and effect.

**ARTICLE 9
DUES DEDUCTION**

- 9.1 Upon written authorization from the Administrator, the School District agrees to deduct Association dues from the salaries of unit members covered by this Agreement exclusively for members of the Washoe School Principals' Association, the Nevada Association of School Administrators, and for up to three additional organizations or programs approved by the Association. These monies shall be transmitted promptly to the appropriate organization.
- 9.2 The Association will certify to the Board of Trustees in writing the current rate of membership dues. The Board of Trustees will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
- 9.3 Deductions referred to in Section 8.1 will be made in equal installments, once each month during the year. The School District will not be required to honor any month's deductions authorization which is received later than the 10th of the month prior to the distribution of the payroll from which the deductions are to be made.
- 9.4 No later than October 10 of each year, the Association will provide the School District with a list of those employees who have voluntarily authorized the School District to deduct dues for the organizations named in Section 8.1. Copies of the executed dues authorization for all unit members must be submitted to the School District. The Association will notify the School District monthly of any changes to this list. Any unit member desiring to have the School District discontinue deductions previously authorized must notify the Association in writing by September 10 of each year for that year's dues and the Association must notify the School District in writing to discontinue the unit member's deduction.
- 9.5 Upon termination of a unit member covered by this Agreement, the current month's dues will be deducted from the final check.
- The District agrees not to honor any check-off authorizations or dues deduction authorizations executed by any member in the bargaining unit in favor of any other organization attempting to represent unit members for the purpose of collective bargaining related to salaries, hours, working conditions and other fringe benefits.
- 9.6 It is recognized that the School District in agreeing to deduct dues is performing solely an administrative function on behalf of the Association for its convenience and is not a party to any agreement between the Association and its members regarding the deduction of dues. The Association, therefore, agrees to hold the School District harmless and to reimburse the School District for any and all costs, of the Association and contrary to the instructions received from the individual employee. Further, in the event the School District fails to collect dues under this

article, either because of a lack of available funds due to the employee or through error, the Association will be responsible for collection of the sum from the employee.

ARTICLE 10 TEMPORARY LEAVES OF ABSENCE

10.0 LEAVE NOTIFICATION/REQUESTS/APPROVAL

In order to be granted leave, Association bargaining unit members shall submit a "Leave Notification of Request / Approval Form", which will cover all Temporary and Extended Leaves and the conditions for notification, request and approval. The "Leave Notification of Request / Approval Form" shall be accessible from the District website.

10.1 ADMINISTRATIVE LEAVE

Upon prior notification to the immediate supervisor, two (2) days shall be granted each year to unit members with contracts of 230 days or more. Administrators with contracts of fewer than 230 days shall be granted six (6) days of administrative leave. Administrative leave days may be accumulated to a maximum of eight (8) days over consecutive school years; however, only four (4) consecutive days will be granted per leave request, except in extenuating circumstances as approved by the appropriate supervisor. No deduction from salary will be made by the School District and no deduction from accumulated sick leave will be made.

10.2 BEREAVEMENT LEAVE

Unit members may be granted one or more leaves of absence with pay, not to exceed twelve (12) days per funeral, to be deducted from accrued sick leave, to attend a funeral of the immediate family as defined in Article 1 of this Agreement.

Up to five (5) days per school year of leave may be granted to attend the funeral of a close, personal friend.

10.3 COMMUNITY SERVICE LEAVE

Upon written request, a leave of absence not to exceed five (5) days in any contract year may be granted by the Chief Human Resources Officer, or her/his designee, for participation in civic or community activities. Such activities shall include, but not be limited to, service clubs, religious observances, charitable organizations, and political parties. No deduction from salary shall be made for approved leaves of this type.

10.4 EDUCATIONAL SERVICES LEAVE

At the request of the Administrator, and with the approval of the building principal or the appropriate immediate supervisor, unit members shall be excused from their regular duties in order to organize or participate in events, which provide educational service to the School District.

10.5 LEGAL LEAVE

A unit member, who serves as a member of a jury, shall not have a loss in pay due to such service. However, any jury pay received by the member shall be turned in to the Business and Finance Department of the School District. A member who is subpoenaed to testify or to provide a deposition in a proceeding in which he is not a party shall not have loss in pay due to such absence. However, any witness fees received shall be turned in to the Business and Finance Department of the School District.

10.6 MILITARY LEAVE

Members who serve under orders in military program shall have no loss of salary from the School District for participation in such programs for up to fifteen (15) days per school year.

10.7 PERSONAL BUSINESS LEAVE

Upon reasonable and prior notification to the immediate supervisor, two (2) days of personal business leave shall be granted each year and deducted from accumulated sick leave. The leave will be granted if the personal business is such that it will not reflect adversely on the School District.

10.8 PROFESSIONAL LEAVE

Bargaining unit members are encouraged to participate in continuing education, professional organizations and community projects. A short-term leave without pay may be granted to members for work in these areas as well as on advanced degrees and special studies that promote professional development.

With the approval of the immediate supervisor, leave may be granted for the purpose of attending professional meetings, workshops, seminars, conferences, assemblies and conventions, with no deduction from salary, if it is determined such attendance will render an educational service of value to the Washoe County School District or professional growth for the Administrator. This leave with pay shall not be granted for the purpose of taking courses for college credits. The preceding sentence notwithstanding, the District recognizes that there are some

workshops, seminars, conferences, which may offer credits for attendance, and as such, bargaining unit members may accept such credits.

Such leave shall not be requested during the first two (2) or last two (2) weeks of the school year, except in extenuating circumstances as approved by the Superintendent.

10.9 PUBLIC OFFICE LEAVE

Any member who is elected to a public office may request, from the immediate supervisor with the approval of the Superintendent, a leave of absence without pay in order to discharge the duties of the office.

10.10 VISITATION LEAVE

Upon approval of the immediate supervisor, members may be granted leave to visit schools outside of the School District for the purpose of observing methods of discipline, organization, methods of instruction, experimental programs or other activities related to education. No deduction from salary shall be made for visits of this type.

10.11 FAMILY MEDICAL LEAVE

Annually, within the first 30 days of each school year the administration will provide each unit member with a summary of the Family Medical Leave Act, its benefits and any restrictions the district has established. The summary will include the procedures which a unit member is to follow if an application for use of such leave is needed.

10.12 VACATION LEAVE

10.12.1 Effective July 1, 2017, Eleven (11) month School based and Non-school based Principals, Specialists, Instructional Coordinators, Assistant Principals, Directors assigned to Elementary Schools, Middle Schools and High Schools as listed in the attached salary schedule appendix shall receive eighteen (18) days of vacation leave each year. Accrual of Employee's vacation shall not exceed forty (40) days. The District shall make available reasonable periods of time for employees to take earned vacation. Upon reasonable prior notification to and approved by the immediate supervisor, unit members will be able to use such leave so long as it will not reflect adversely on the District.

10.12.2 Effective July 1, 2017, twelve (12) month School based and Non-school based High School and Multi-track Year Round Principals as listed in the attached salary schedule appendix shall receive twenty (20) days of vacation leave each

year. Accrual of Employee's vacation shall not exceed forty (40) days. The District shall make available reasonable periods of time for employees to take earned vacation. Upon reasonable prior notification to and approved by the immediate supervisor, unit members will be able to use such leave so long as it will not reflect adversely on the District.

- 10.12.3 Once an employee reaches the cap of forty (40) days maximum accrual, the employee will no longer accrue vacation days until the accrued days fall below the forty (40) day maximum.

ARTICLE 11 EXTENDED LEAVES OF ABSENCE

11.1 GENERAL LEAVE OF ABSENCE

11.1.1 Upon written petition to the Chief Human Resources Officer, or her/his designee, supported by a letter from the immediate supervisor recommending such leave, any post probationary unit member may request, upon showing good and sufficient reasons including care of a member of the unit member's immediate family, a leave of absence without pay for a period of time of one (1) year or more. Requests for the above leave shall be in writing and received by the Human Resources Office no later than April 15, except when approved by the Chief Human Resources Officer, or her/his designee, in extenuating circumstances. Leaves of less than one (1) year may be approved by the Chief Human Resources Officer, or her/his designee.

11.1.2 Written notice must be filed with the Chief Human Resources Officer, or her/his designee, by March 1, of the school year during which the leave is effective, stating whether or not the unit member plans to return. Failure to give such notice will automatically forfeit the right for the unit member to return. Upon written application to the Chief Human Resources Officer, or her/his designee, showing unusual and extenuating circumstances necessitating an extension of the leave of absence, the Chief Human Resources Officer, or her/his designee, may, at its discretion, extend the leave for an additional period up to twelve (12) calendar months.

The request to extend the leave of absence must be made no later than 30 days prior to the date completing the term of the leave. In cases of extreme emergency, a leave extension may be requested fewer than 30 days prior. The unit member must be notified in writing of the Chief Human Resources Officer or her/his designee's decision within ten (10) days of their decision.

- 11.1.3 Unit members granted a leave of absence will return to duty at the same placement on the salary schedule as shown at the date leave was granted, unless they qualify for advancement. While assurances cannot be given, every effort shall be made to place the member in the same or a comparable assignment. He shall also be credited with the unused sick leave accumulated at the time the leave of absence was granted.

The administration shall, if the leave is approved, provide written notice to the unit member.

11.2 SABBATICAL LEAVE

- 11.2.1 Upon proper application and approval by the Chief Human Resources Officer, or her/his designee a Sabbatical Leave of one (1) school year duration may be granted for completion of advanced program of study in the Administrator's area of specialization or an allied teaching field. The application requires.
- A description of the course of study for which the sabbatical leave is requested, including the specific classes to be taken (department, class number & title, if possible);
 - Confirmation of formal acceptance into an advanced study program; and
 - A description of how the sabbatical leave will benefit the District.
- 11.2.2 Members must have completed seven (7) consecutive years with the District by September 1, of the year in which the leave is to commence, and must not have taken Sabbatical Leave during the preceding seven (7) years.
- 11.2.3 Members must apply by March 1, preceding the school year in which the Sabbatical Leave is to be taken, using forms developed by the Human Resources Office. They must substantiate the benefit of the Sabbatical Leave to the District and must describe the nature of the course of study.
- 11.2.4 If a member receives a grant, scholarship, fellowship, job study program, or other academic award after March 1, but not later than August 1, of the school year, the Chief Human Resources Officer, or her/his designee shall consider the request for Sabbatical Leave, provided the number of Administrators approved for Sabbatical Leave has not already exceeded the defined limit. The unit member will receive a written notification of the Superintendent's decision within ten (10) days.
- 11.2.5 The salary will be one-half (1/2) of the unit member's annual rate in effect during the Sabbatical Leave year. While on leave, the member shall furnish a surety bond indemnifying the District against loss in the event he fails to render the minimum service required after return from leave. If the member does not wish to furnish a surety bond, payment of Sabbatical Leave salary

is to be made in twelve (12) monthly installments added to the salary received by the member during the year following the year in which the Sabbatical Leave is taken. That portion of the group medical insurance premium normally paid by the District shall be continued during the Sabbatical Leave, but no other employee benefits may be paid during the period of the Sabbatical Leave with the exception that up to one-half (1/2) of the Benefit Reserve Program (BRP) be paid. The Sabbatical Leave shall count for a year's experience, as if the Administrator were not on a leave of absence.

Members must agree to return to the District for a minimum of two (2) school years following Sabbatical Leave and must submit a report that includes transcripts, which describes and evaluates the Sabbatical Leave.

11.2.6 Members granted a Sabbatical Leave will return to duty at the same placement on the salary schedule as shown on the date leave was granted, unless they qualify for advancement. While assurances cannot be given the Administrators, every effort shall be made to place the Administrator in the same or a comparable assignment. He shall also be credited with the unused sick leave accumulated at the time the leave of absence was granted.

11.2.7 A Sabbatical Leave committee appointed by the Association and the School District shall be established to review applications for Sabbatical Leave and make recommendations for approval or disapproval to the District.

11.2.8 Only one bargaining unit member may be granted Sabbatical Leave annually. If the sabbatical leave is not used in one year that allocation can be rolled over to the next year for a maximum of two (2) leaves able to be granted for bargaining unit members during any one year.

11.3 CHILD-REARING LEAVE

11.3.1 Upon written verification from the physician that a unit member is unable to perform duties due to disabilities caused by or attributed to pregnancy, miscarriage, childbirth, or recovery there from, that member may have the option of charging such period of disability to accrued sick leave.

11.3.2 A member shall be granted a child-rearing leave without pay, not to exceed twelve (12) calendar months, upon written application submitted at least one (1) month prior to the commencement of the requested leave. Such request must be accompanied by a birth certificate, if appropriate.

11.3.3 Such leave may be requested at any time during the pregnancy or within four (4) months after the birth of the child.

11.3.4 No benefits shall accrue to members while on a child-rearing leave, except the member shall be credited with one (1) year of service for salary advancement, if they worked the major portion of the contract days at the time such leave commenced. Upon their return, they shall be credited with any accumulated unused sick leave.

In the event a bargaining unit member is on probation, the year will be counted toward completion of the probationary period, at the discretion of the bargaining unit member's immediate supervisor and provided the bargaining unit member worked the major portion of the contract days at the time the child-rearing leave commenced.

11.3.5 Members granted child-rearing leave will return to duty at the same placement on the salary schedule as shown on the date leave was granted, unless they qualify for advancement. While assurance cannot be given that they will return to the same position, reasonable effort will be made to do so, or to place them in the same or a comparable assignment. They shall also be credited with the unused sick leave accumulated at the time the leave of absence was granted.

11.3.6 Upon written application to the Superintendent, showing unusual and extenuating circumstances, the leave may be extended for an additional period up to twelve (12) calendar months. Members will be notified in writing within ten (10) days of the Superintendent's decision to extend the leave.

11.4 ADOPTION LEAVE

11.4.1 Adoption leave up to twelve (12) months shall be granted to unit members. Members shall notify the School District of the impending adoption as soon as they apply for adoption. A leave shall commence no later than nine (9) months after the placement of the child in the home. The School District shall be notified by March 1, whether the member plans to return to work. Upon return, members shall be paid at the same salary step on the salary schedule immediately higher than the step applicable at the beginning of such leave, provided that they worked the major portion of the contract days at the time the leave commenced. Upon return, they shall be credited with the unused sick leave accumulated at the time the leave of absence commenced.

11.4.2 Upon reasonable prior notification to the immediate supervisor and documentation, if requested, one parent who is adopting an infant shall be

granted up to two (2) days of leave with pay, to be deducted from accumulated sick leave.

ARTICLE 12 WSPA LEAVE

12.1 WSPA LEAVE

12.1.1 For each separate fiscal year covered by the term of this Agreement, the Association will be allocated a total of forty (40) days leave without loss of pay for Association members to attend Association meetings, conferences, workshops legislative sessions, and conventions. No individual shall be granted approval for more than twenty (20) days of the forty (40) days allocated to Association representatives. Per diem and/or travel shall not be provided by the Board of Trustees.

ARTICLE 13 SICK LEAVE, DISABILITY BENEFITS, AND SICK LEAVE BANK

13.1 Each member shall be credited with fifteen (15) days of sick leave at the beginning of the school year. Accumulation shall be unlimited. The full fifteen (15) days of sick leave are not earned until the member has completed the entire school year.

If members leave the system before all of their sick leave is earned, a payroll deduction will be made for any unearned days of sick leave used.

Members who begin service later in the contract year shall be credited with the number of sick leave days that may be prorated for each month of service that may be completed by the end of the contract year.

13.2 Sick leave is to be used only if members are unable to perform their duties. If, in the opinion of the Chief Human Resources Officer, or her/his designee, reasonable cause exists, verification of the member's illness or disability or verification of the member's fitness to return to work may be required in order to charge any portion of the absence to sick leave. If such verification is requested it shall be in writing and provide the detail of the reasonable cause. The Chief Human Resources Officer, or her/his designee may require an independent medical examination of the member at the School District's expense, with a physician selected by the School District. The results of such examination are to be forwarded to the School District and to the member. Independent medical examinations are to be required judiciously.

13.3 The School District will, on a monthly basis, notify members of accumulated days of sick leave.

- 13.4 Members may be granted a leave of absence with pay, to be deducted from sick leave, for not more than ten (10) days, per school year, for unavoidable absence because of a serious accident or critical illness within the immediate Family as defined in Article 1 of this Agreement. Members may request from the Superintendent an extension of family illness leave.
- 13.5 Under this Agreement, all unit members may join the Sick Leave Bank by voluntarily contributing one (1) sick leave day for the establishment and operation of the Bank. This Bank is to assist employees who have profound long term illness or disabilities and who have exhausted their sick leave accumulation.
- 13.5.1 At the beginning of each school year all bargaining unit members are eligible to participate. Employees must notify the Association of their desire to participate by a form returned by October 15th of that year.
- 13.5.2 Only individuals who have contributed to the bank are eligible for benefits.
- 13.5.3 Responsibility for determining who shall receive days from the Sick Leave Bank rests exclusively with the Association. The Association holds the District harmless in the event of any action by an employee relative to use of the bank.
- 13.5.4 The maximum accumulated number of days which any one person can be granted from the bank during his/her period of employment with the Washoe County School District is 75 days per year.
- 13.5.5 The maximum number of days which can be used from the Sick Leave Bank in any given year will be 225.
- 13.5.6 In the event that requests exceed the total number of days available in a given year, and additional days are available in the Sick Leave Bank, an appeal for the use of additional days from the Sick Leave Bank may be made to the Superintendent by the Association.
- 13.5.6 Those members enrolled in the Bank will automatically continue their participation from year to year unless they notify the Association in writing of their intent to withdraw from the Bank. Such withdrawal from the Bank must occur during the enrollment period and will not result in re-instatement of the time contributed to the Bank.
- 13.5.8 If the total number of days in the Sick Leave Bank is less than 100, the Association will inform the Sick Leave Bank membership that a special assessment of one (1) sick leave day per member will be made in the month of July.

13.5.9 At the end of each fiscal year, all days in the bank will be carried over to the next fiscal year.

13.5.10 Unit members who retire from the District may elect to donate one (1) additional day at the time of his retirement from their remaining accumulated sick leave.

13.5.11 Procedures required for the reporting of all information relevant to membership and use of the Sick Leave Bank will be jointly developed by the Association and Human Resources.

ARTICLE 14 ADVISORY COUNCIL

14.1 An Advisory Council shall be established by the Association and the Superintendent.

14.2 The purpose of the council is:

14.2.1 to advise the Superintendent regarding policies, administrative regulations, procedures, practices, and programs, which will result in a more productive educational atmosphere in the Washoe County School District:

Copies of all proposed policies and administrative regulations, which will be presented to the Board, will be provided to the members of the Advisory Council.

14.2.2 improve morale;

14.2.3 apprise the Superintendent and staff of actual or potential problems involving the School District;

14.2.4 improve communication between members, the Superintendent, and staff; and

14.2.5 secure maximum productive and constructive involvement of all unit members in their primary goal, which is the educational process of the Washoe County School District.

14.3 The Council shall consist of the Superintendent, who shall act as the chairperson; the President of the Association; four (4) members of the WSPA, one (1) of which may include the Advocate for WSPA; and others who may be called upon by the Superintendent or the Association to attend the meetings.

- 14.4 The Superintendent shall convene the Advisory Council at least four (4) times a year. Additional meetings may be held with the mutual consent of the Superintendent and the President of the WSPA.

The Superintendent will make every effort to provide a proposed Calendar of the Advisory Council meetings within 30 days of the commencement of the school year.

- 14.5 The agenda of each meeting shall be determined in advance. Both the Superintendent and the Association may place on the agenda any item dealing with the conduct, policies, or welfare of the public schools of Washoe County. The Superintendent will request from the Association President any items to be placed on the Agenda as well as items which the Superintendent wishes to place on the agenda at least ten (10) days prior to the scheduled meeting. Subjects which are mandatory topics for collective bargaining or are covered by the Negotiated Agreement will be excluded from Advisory Council agendas.
- 14.6 The Advisory Council shall adopt its own operational procedures.
- 14.7 Either party may call a meeting of the Advisory Council subject to the provisions of 15.4.

ARTICLE 15 USE OF FACILITIES

- 15.1 The Association shall have the right to use school mail boxes and the inter-school mail service and faculty bulletin boards for organizational materials, provided that all such materials are signed by an Association officer or are clearly identified as Association materials and the Association accepts the responsibility for such material. Copies of all such materials shall be provided to the Superintendent. The Association and individual members will not be prohibited from judicious use of the school mail service and faculty bulletin board.
- 15.2 The Association shall be allowed the use of school buildings for Association meetings on regular days so long as arrangements have been made with the principal of the building. Such meetings shall not conflict with any regular or specific educational activities and such use shall not involve additional or extra custodial services and/or other unusual expense to the District. Use of the building on other than days requires the approval of the Superintendent in addition to the school principal. Any added expense resulting from Association use shall be paid by the Association.

**ARTICLE 16
REQUIRED DAYS**

16.1 The minimum number of regularly scheduled working days months for all unit members will be specified in Appendix B. Any variances from the normal number of regularly scheduled working – months for a position will be noted as such in the job description and the Association President will be advised of the variance in writing.

16.2 Unit members who are in positions that are less than 12 months in duration may request and, with the approval of their immediate supervisor, “flex” their work schedule for the purposes of working during non-contract periods if such work is necessary for their position.

For example: If the employee is earning \$115,957, the daily rate of pay is \$504.16. Under the 250 day contract, the new daily rate of pay would be \$463.83. If the employee currently has 20 days accrued, equal to \$10,083.20 at his/her daily rate of pay, upon converting to the new daily rate (dividing by \$463.83), the employee would be credited a total of 21.74 days, which is an additional 1.74 days for this example.

16.3 Unit members with fewer than 230 days on the salary schedule shall not accrue vacation days. Unit members with 230 day contracts shall accrue a maximum of 20 vacation days per year, with a maximum of 40 days-vacation carryover. Once an employee reaches the cap of forty (40) days maximum accrual, the employee will no longer accrue vacation days until the accrued days fall below the forty (40) day maximum.

16.4 All days worked by unit members shall count toward their minimum number of contract days required, including holidays and weekends. This may not result in unit members having completed their required workdays prior to the last day of the school year when teachers are in attendance.

16.5 All Administrators are encouraged to work the two weeks prior to the beginning of the school year and the two weeks following the end of the school year.

16.6 If, due to the scope of the job, unit members are required by their immediate supervisor to work extra days above and beyond the minimum contract time, they will be compensated at their daily rate of pay. This does not include days worked during the two weeks prior to the opening of school or the two weeks following the close of school.

- 16.7 Effective July 1, 2005, the District shall add two (2) additional work days to contracts for the following bargaining unit members: Elementary and Secondary Principals, Secondary Assistant Principals, Specialists, and Coordinators I and II.

**ARTICLE 17
ADMINISTRATOR FILES**

- 17.1 In accordance with NRS 391.755(b), a written admonition must allow reasonable time for improvement, which must not exceed three (3) months for the first admonition. The admonition must include a description of the deficiencies of the administrator and the action that is necessary to correct those deficiencies.
- 17.1.1 An admonition issued to any employee covered by this bargaining group who, within the time granted for improvement which may be longer than three (3) months and who has met the standards set for the employee by the administrator who issued the admonition must be removed from the records of the employee (upon email or written request of the employee to the Chief Human Resources Officer) together with all notations and indications of its having been issued. The admonition must be removed from the records of the employee not later than three (3) years after it is issued.
- 17.2 Materials derogatory to unit members' conduct, service, character, or personality shall not be placed in their file unless they have had an opportunity to read such material and to indicate that reading has occurred by affixing their signature on the actual copy to be filed. Such signature does not indicate agreement with the content of such material. The member is entitled to a copy upon request.
- 17.3 Unit members shall have the right to respond in writing to any material filed, and their answer shall be submitted to the immediate supervisor and forwarded to the Chief Human Resources Officer, who shall attach it to the file.
- 17.4 Access to personnel files of unit members shall be on a need-to-know basis only. Permanent files of members shall be kept in the Human Resources office. Review of such files shall be noted by the date and signature of the reviewer. Members of the Board of Trustees, the Superintendent, the appropriate associate or assistant superintendent, the member's immediate supervisor, all employees of Human Resources, District legal counsel, or as otherwise authorized by law shall be exempt from this requirement.
- 17.5 Unit members shall have the right to place pertinent material in their file. This material shall be submitted to the immediate supervisor or Superintendent, forwarded to Human Resources, and placed in the member's file. The immediate supervisor or other administrative personnel shall have the right to attach

comments to such materials subject to 18.2. No such material shall be deleted without the member's consent.

- 17.6 Unit members shall have the right, upon request, to review the contents of their personnel file. Members will be entitled to have a representative of the Association accompany them during such review.
- 17.7 All references and information originating outside the School District on the basis of confidentiality and information obtained within the School District in the process of recommending the unit member for employment or promotion shall not be subject to this Agreement and, therefore, shall not be available for inspection by the member.

ARTICLE 18
DISMISSAL AND DISCIPLINARY PROCEDURES INCLUDING GRIEVANCE AND
BINDING ARBITRATION

- 18.1 Disciplinary actions, including but not limited to, demotion, suspension, dismissal, and non-renewal actions taken against post-probationary unit members (in accordance with NRS 391), shall be progressive in nature and related to the nature of the infraction. Unit members shall be given reasonable opportunity for improvement.

The School District shall not discharge, demote, suspend or take any other disciplinary action against a post probationary bargaining unit member of this unit without just cause.

- 18.2 The procedures embodied in NRS Chapter 391.750 for short-term suspension, demotion or dismissal applies to Certificated Administrators.
- 18.3 In lieu of using the procedure embodied in NRS 391.750, for short-term suspension, demotion and dismissals, unit members may choose to have the matter heard pursuant to binding arbitration using an arbitrator mutually selected by the member or the member's designee and the District following the Federal Mediation and Conciliation Services' (FMCS) rules for choosing an arbitrator from a list submitted by the Federal Mediation and Conciliation Services' (FMCS).
- 18.4 PROGRESSIVE DISCIPLINE – Except as otherwise provided by this Agreement, demotion, suspension, dismissal, and non-renewal actions taken against employees covered by this Agreement shall comply with all provisions of NRS Chapter 391 as amended through the Nevada Legislature. It is understood that all references to NRS Chapter 391 throughout this Article imply the current Chapter 391 and any future amendments by the Nevada Legislature.

- 18.5 The parties to this Agreement recognize and subscribe to the philosophy of progressive discipline. Progressive discipline is an effective, reasonable system of disciplinary action that is founded on the premise that disciplinary actions are, where possible, to be corrective rather than punitive; that generally disciplinary actions are to be progressively more severe; and that the disciplinary actions imposed and their progression fit the nature of the specific circumstances.
- 18.6 Demotion, suspension, dismissal, and non-renewal actions taken against employees in accordance with NRS 391 and this Agreement shall be appropriate to the specific failure to act of the individual employee, shall be progressive in nature and reasonably related to the nature of the problem. If requested, employees must be provided with a representative of their choice in accordance with the provisions as set forth in Article 21 of this agreement.
- 18.7 INVESTIGATIONS/FORMAL COMPLAINT PROCESS – After the District has conducted its preliminary initial investigation and that investigation results in a formal investigation of an employee it shall be conducted as follows:
- A. The employee's supervisor shall serve written notice to the employee who is the subject of the investigation that the supervisor is scheduling an administrative, investigative due process (IDP) meeting. The notice shall include:
 - B. A description of the nature of the investigation;
 - C. A summary of alleged misconduct of the employee including the administrative policies that are being investigated;
 - D. The date, time and place of the IDP meeting or hearing;
 - E. The person in charge of the investigation and the individual who will conduct any IDP or hearing;
 - F. The name of any other person who will be present at any IDP or hearing; and
 - G. Immediately before any IDP or hearing begins, inform the employee who is the subject of the investigation orally on the record that:
 - H. The employee is required to provide a statement and answer questions related to the employee's alleged misconduct; and
 - I. If the employee fails to provide such a statement or to answer any such questions, the agency may charge the employee with insubordination.
 - J. Limit the scope of the questions during the IDP or hearing to the alleged noticed misconduct of the employee who is the subject of the investigation.
 - K. If any evidence is discovered during the course of an investigation or hearing which establishes or may establish any other possible misconduct engaged in by the employee, the District shall notify the employee of that fact and shall not conduct any further interrogation of the employee concerning the possible misconduct until a subsequent notice of that evidence and possible misconduct is provided to the employee unless the employee waives that right and allows the additional allegations to be heard during the initial investigative hearing.
 - L. The hearing may be recorded by the parties.

- M. Upon the employee receiving notification of the IDP, the District shall complete the investigation within forty-five (45) days. The time constraints may be extended beyond the forty-five (45) days providing exigent circumstances exist to prevent a thorough investigation. In such an instance, the individual conducting the investigation, with the approval of his/her supervisor, shall provide the affected employee and his/her representative if there is one, with a written notice within ten (10) days or by e-mail with delivery confirmation, the exigent circumstances as to why the investigation had to be extended. In no event shall an investigation conclusion exceed sixty (60) days. If the investigation is not completed in the time frames as described in this section the administrative investigation shall be closed with the conclusions listed as "non-sustained."
- N. If the investigation concludes that no violations of policy(ies)/statute(s) occurred the employee shall immediately notified that the findings were not sustained, unfounded or exonerated.
- O. If the investigation concludes findings of violations(s) of policy(ies)/statute(s) occurred the employee shall be immediately notified of the findings and notified of the appeal rights as described in this Article.

18.7.1 Allegations of unsatisfactory performance and/or misconduct by an employee will be investigated by the employee's supervisor or the supervisor's designee.

18.7.2 When an employee is performing unsatisfactorily and/or is engaged in alleged misconduct that may lead to disciplinary action against the employee, the supervisor shall meet with the employee in an Investigatory/Due Process (IDP) meeting in order to discuss the allegations of unsatisfactory performance and/or misconduct.

18.7.3 If exigent circumstances exist, a supervisor may discuss with an employee a situation that needs to be addressed immediately.

18.7.4 The supervisor shall give a written notice to the employee who is the subject of the investigation that the supervisor is scheduling an administrative, Investigative Due Process (IDP) Meeting. The notice shall include:

- A. A description of the nature of the investigation;
- B. A summary of alleged unsatisfactory performance and/or misconduct of the employee including the administrative policies that are being investigated;
- C. The date, time and place of the IDP meeting.
- D. The individual(s) who will conduct any meeting;
- E. The name of any other person who will be present at any IDP the meeting.

18.7.5 At the beginning of an IDP meeting, the supervisor shall inform the employee who is the subject of the investigation orally on the record that:

The employee is required to provide a statement and answer questions related to the employee's alleged unsatisfactory performance and/or misconduct.

If the employee fails to provide such a statement or to answer any such questions, the District may charge the employee with insubordination.

18.7.6 The scope of the questions at the IDP meeting shall be related to the alleged noticed unsatisfactory performance and/or misconduct of the employee who is the subject of the investigation.

If any evidence is discovered during the course of an IDP meeting which establishes or may establish any other possible unsatisfactory performance and/or misconduct engaged in by the employee, the person(s) conducting the IDP meeting shall notify the employee of that fact and shall not conduct any further interrogation of the employee concerning the other possible unsatisfactory performance and/or misconduct until a subsequent IDP meeting notice of that possible unsatisfactory performance and/or misconduct is provided to the employee pursuant to section 18.7.4 above. The employee may waive that right to the subsequent IDP meeting notice and respond to questions about the other possible unsatisfactory performance and/or at the current IDP meeting.

18.7.7 The IDP meeting may be recorded by the parties.

18.7.8 Upon the employee receiving notification of the IDP meeting from their supervisor, the District shall complete the investigation/IDP process (including any follow-up investigation) within forty-five (45) days. The time constraints may be extended beyond the forty-five (45) days providing circumstances exist to prevent a thorough investigation. The individual conducting the investigation, with the approval of his/her supervisor, shall provide the employee who is the subject of the investigation and his/her representative with a written notice ten (10) days prior to the forty five (45) deadline by e-mail with delivery confirmation, the circumstances as to why the investigation had to be extended. In no event shall an investigation conclusion exceed sixty (60) days from the time the employee receives the notice of the IDP meeting. If the investigation is not completed in the time frames as described in this section the administrative investigation shall be closed with the conclusions listed as "non-sustained."

18.7.9 The employee who is the subject of the investigation shall be notified in a timely manner of the findings of the investigation and shall be notified of the appeal rights as described in this article.

18.8 Except for incidents of a serious nature as defined in this Article, progressive discipline action shall generally follow the pattern of:

18.9 Oral/Written Warning:

- A. The supervisor must verbally communicate the deficiencies to the employee regarding his/her performance or behavior.
- B. The supervisor must discuss the deficiencies in which improvement is required.
- C. An oral/written warning may be memorialized in writing in an oral/written warning conference summary.
- D. If an oral/written warning conference summary is developed, a written acknowledgement of receipt of the oral/written warning conference summary must be obtained. The employee is required to sign the oral/written warning conference summary as an acknowledgement of receipt, but the signature does not indicate agreement with its content. The oral/written warning is to be given to the employee by the supervisor and the employee may respond in writing to the warning and have the response attached.
- E. The oral/written warning and the written response by the employee, if any, will be placed only in the employee's site file.

18.10 Written Reprimand:

- A. The supervisor must, in writing, communicate the deficiencies to the employee regarding his/her performance or behavior which must be changed/improved.
- B. The supervisor must, in writing, describe the deficiencies in which change/improvement is required and establish directions designed to lead to the required change/improvement.
- C. The supervisor must, in writing, inform the member that failure to improve may result in an admonishment and/or suspension, demotion, or dismissal.
- D. An employee may appeal a written reprimand to the Superintendent's level only..
- E. A written reprimand may be purged from the personnel file, upon written request of the employee, if there are no same or similar violations twelve (12) months from the date the written reprimand was issued.

18.11 Letter of Admonition or Admonition/Suspension:

- A. An admonition must be provided to an employee as a separate document or in conjunction with a suspension. However, no employee shall be suspended without having received an admonishment except as provided for in NRS 391.755 and NRS 391.760 or as described in this article.
- B. The supervisor must, in the written admonition, comply with the requirements of NRS 391.755 and notify the administrator that improvement is required and that continuation or repetition of the deficiencies as stated in the document may

result in suspension, demotion, dismissal, or a recommendation not to reemploy.

- C. The supervisor may issue a Letter of Admonition only after an investigation, if needed, has been made. An admonishment may be utilized as the first step of progressive discipline when the administrator's actions meet the criteria for an incident of a serious nature as provided for in NRS 391.750.
- D. A written acknowledgement of the receipt of the admonishment must be obtained. The employee is required to sign the admonishment as an acknowledgement of receipt but the signature does not indicate agreement with its content.
- E. Administrative leave with pay may be used to temporarily remove an employee from their duties. The employee shall be informed that the reason(s) for placing the employee on administrative leave with pay is due to a pending investigation.
- F. Except as provided in NRS 391.755 and NRS 391.760, or as otherwise described in this Article the supervisor must issue a letter of admonition and a written notice of suspension identifying the action of the administrator leading to the suspension. The notice of suspension will be signed by the employee and the employee's direct supervisor. The signature of the employee does not indicate agreement with the contents of the notice.
- G. Except as provided in NRS 391.760, an employee who has been given a Notice of Recommendation for Suspension is entitled to a pre-disciplinary hearing before the Superintendent or his/her designee prior to any disciplinary action being taken. The employee, or their representative(s), must request the hearing within fifteen (15) days of receipt of the notice of suspension. The District must hold or schedule the hearing within fifteen (15) days of receipt of the request for the hearing. It is agreed that timelines may be waived if agreed to in writing or by e-mail with delivery confirmation.
- H. If the employee elects to appeal the discipline he/she shall be provided a complete copy of the investigation including any notes, recordings, transcribed copies of interview, if available, or documents used by the District or any outside source to reach the sustained findings.

An employee may be suspended more than once during the administrator's contract year, but the total number of days of suspension may not exceed twenty (20) in one contract year, as provided in NRS 391.760.

18.12 Demotion, non-renewal or dismissal:

- A. A demotion is the removal of an employee from his or her present position to one of lesser rank, responsibility, or pay. An employee who is demoted must be assigned to a position in which he/she meets the minimum qualifications.
- B. The Superintendent or his/her designee shall give written notice of a recommendation of demotion to the employee as provided in NRS 391.775. The notice of recommendation of demotion will be signed by the employee

and the Superintendent or his/her designee. The signature of the employee does not indicate agreement of the demotion but only signifies receipt of the notice.

- C. A Post Probationary employee who has been given notice of recommendation of demotion is entitled to a pre-disciplinary hearing before the Superintendent or designee prior to any disciplinary action being imposed. The employee, or the member's representative(s) acting on their behalf, must request the hearing as provided herein within fifteen (15) days of receipt of the notice of recommendation of demotion. The District must hold or schedule the hearing within fifteen (15) days of receipt of the request for the hearing. It is agreed that timelines may be waived if agreed to in writing or by e-mail with delivery confirmation.
- D. A notice not to reemploy shall be used for a probationary employee who will not be reemployed at the conclusion of the probationary period.
- E. Dismissal is used to permanently remove an employee from employment as an administrator with the School District.
- F. If the Superintendent believes that cause exists for the dismissal of an employee the provisions of NRS 391.755 must be followed.
- G. The Superintendent shall give written notice of recommendation of dismissal to the employee as provided in NRS 391.775 and as provided in Article 18.8 above and Article 21 of this agreement. The notice of recommendation of dismissal will be signed by the employee and the Superintendent or his/her designees. The signature of the employee does not constitute agreement with the recommendation but only signifies receipt of the notice.
- H. At least 15 days before a recommendation is made to demote, dismiss or not reemploy a post-probationary employee, the Superintendent or his/her designee shall give written notice to the employee by registered or certified mail or by e-mail with confirmation delivery, of his intention to make the recommendation. The notice must:
 - 1. Inform the employee of the grounds for the recommendation.
 - 2. Inform the employee that if a written request is directed to the Superintendent as provided herein, the employee is entitled to a pre-disciplinary hearing before the Superintendent or his/her designee as set forth NRS 391.650 to 391.800 inclusive and in compliance with this Agreement. The employee or their representative(s), acting on their behalf, must request the hearing provided herein. The employee or their representative(s), on behalf of the employee, must request the hearing within fifteen (15) days of receipt of the notice of recommendation of dismissal. The District must hold or schedule the hearing within fifteen (15) days of receipt of the request for hearing. It is agreed that timelines may be waived if agreed to in writing or by e-mail with delivery confirmation. The employee or his/her representative with approval of the employee, may waive the hearing and proceed directly to the appeal procedures as

described below including binding arbitration in accordance with the provisions of this Article.

3. If the employee elects to appeal the discipline the employee and their representative(s) acting on their behalf, shall be provided a complete copy of the investigation including any recordings, transcribed copies of interview(s) if available or documents used by the District or any outside source to reach the sustained findings.
 - I. Disputes regarding suspension which are processed through the grievance and arbitration procedure as described in this article shall become effective on the date of the arbitrator's decision.
- 18.13 No observation may result in an oral warning conference summary, written warning, "ineffective" written evaluation, directions for change, or written admonition unless the observation is called to the attention of the administrator in writing by the supervising administrator(s) within twenty (20) school days after the observation was brought to the attention of the supervising administrator or within twenty (20) school days that the administrator receiving the document is required by contract to be on the job. A written acknowledgement of receipt of any writing must be obtained. The employee is required to sign the writing as an acknowledgement of receipt, but the signature does not indicate agreement with its contents. If the employee receiving the document is absent and not available during the twenty (20) school days, the twenty (20) school days shall be extended by the number of days that the employee is absent.
- 18.14 All appeals of sustained findings by the Superintendent or his/her designee shall be handled in the following manner:
- 18.15 Not later than fifteen (15) days after the receipt of the response from the Superintendent or his/her designee as set forth in above, the employee, or his/her representative, may request binding arbitration in accordance with the provisions set forth below. A request for arbitration shall be made by delivering to the superintendent or his/her designee written notice, which can be served by e-mail with delivery confirmation, of the intent to arbitrate the sustained discipline.
- 18.16 If the Association does not agree to or support arbitration, it shall not be responsible for any fees or expenses under this collective bargaining agreement (CBA). The individual employee, in that event, will be individually responsible for any fees or expenses. In addition, if the Association does not agree to arbitration, the Arbitrator may require from the individual the payment of one-half the estimated cost of the arbitration in advance of any hearing. If the payment is not made within thirty (30) days prior to the individual arbitrator's cancellation date, the grievance shall be deemed denied or settled on the basis of the last administrative decision. In that

event, the employee may rebut the last administrative decision within thirty (30) days of that event occurring and any such rebuttal shall accompany any file containing any information relevant to the issues at hand. Provisions for selection of the arbitrator shall be as described in this article under section 18.17 except that the word "association" shall be replaced with "individual employee."

- 18.17 In the event a timely written request for arbitration of an unresolved disciplinary grievance is made by the Association, the parties shall, within fifteen (15) days, jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish a list of seven (7) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished by the Association and the District each striking one (1) name from the list in turn until one (1) name remains. The order of striking shall be determined by coin toss with the winner of the coin toss making the decision on who will initially strike the first name. The final selection of the arbitrator shall be made within fifteen (15) days following receipt of the list of arbitrators. The arbitrator will be notified by the parties within 15 days of the selection of the arbitrator.
- 18.18 The selected arbitrator shall be asked to conduct the arbitration hearing as soon as possible after his or her selection.
- 18.19 The arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from any provision of this Agreement.
- 18.20 Unless waived by mutual agreement of the parties, the arbitrator's decision shall be submitted in writing to all parties within thirty (30) days of receiving the post hearing briefs from the parties and shall be final and binding, including payment of damages, on all parties to this Agreement.
- 18.21 The expenses of arbitration, including the arbitrator's fee/costs and expenses, and the cost of the arbitrator's transcript, shall be borne equally by the District and the Association or the individual if the Association has not approved the arbitration. However, all other expenses incurred by either party in the preparation or presentation of its cases are to be borne solely by the party incurring such expenses. It is understood and agreed only the Association has the right to request arbitration. However, should an individual member wish to proceed to arbitration without the approval of the association he/she shall have the right to advance the appeal to arbitration at their individual expense in accordance with the provisions of this article.
- 18.22 This provision shall not be construed as an agreement by the District to pay the grievant or the association representative, or any person present on their behalf, for the time spent in processing a grievance in accordance with the provisions of this Article.

- 18.23 Except as noted above costs to the parties for conducting grievance proceedings shall be paid for by the party incurring the cost.
- 18.24 The time for a grievance meeting/arbitration must be approved by the Superintendent or his/her designee and by the Association and/or the grievant. It may occur during or outside the work day. In the event a grievance meeting/arbitration is scheduled and held during the work day, administrators covered by this Agreement who participate in such a meeting as the grievant, as representative(s) of the grievant or as a witness shall do so without loss of pay.
- 18.25 A grievance shall be considered null and void if not filed and processed by the aggrieved employee or the Association in accordance with the time limitations set forth above, unless the parties involved agree to extend said limitations.
- 18.26 A grievance shall automatically advance to the next appeal level if the time limitations are not observed by the School District unless the parties involved agree to extend said limitations within the time frames listed herein.
- 18.27 Time limitations may be extended by mutual agreement of both parties. Should a waiver of time frames be mutually agreed to the parties will document the waiver in writing or by e-mail with delivery confirmation.
- 18.28 An accepted alternative dispute resolution process is mediation. Mediation may be used when both parties to a discipline/discharge dispute mutually agree to participate in this process. This process can run parallel to the arbitration process if agreed to by the parties.

ARTICLE 19 REDUCTION IN FORCE

- 19.1 The School District retains the right to determine when a reduction in force/layoff is necessary, the number of individuals who must be reduced/laid off, and the areas within which such reductions in force will occur. When a reduction in force is necessary, the District will notify the Association. The Association will utilize an advisory committee to review the reduction in force and to provide suggestions to the District regarding the procedures to follow.
- 19.2 Subject to the determination in 19.1 above, the parties agree to the following:
- 19.2.1 First, unit members who volunteer to leave (terminate) from the area(s) affected by the reduction in force will be the first to be separated.

19.2.2 Second, members who become involved in a reduction in force procedure will be assigned to the next equivalent administrative position that becomes vacant, in accordance with their certification and qualifications. In regards to salary, equivalent administrative position shall mean a position at the same column on the Administrative Salary Schedule, or the same daily rate as the member's current position. In regards to full time equivalency, equivalent administrative position shall mean at the same full time equivalency as the administrator's current position. For example, an administrator in a full time position will be assigned to a vacant full time position, and an administrator in a half time position will be assigned to a vacant half time position. Employees who are working in non-principal positions are not eligible to be assigned to principal positions, unless the employees previously worked as a principal in WCSD.

19.2.3 Third, if no equivalent position becomes vacant, any additional reduction in force of unit members shall be determined by using the following criteria in rank order listed. Administrators are only eligible to bump employees at the same or lower column and with the same or lower full time equivalency.

Employees in non-principal positions are not eligible to bump into principal positions, unless the employee previously worked as a principal in WCSD.

Each unit member must be categorized into one or more positions for which the unit member is qualified to hold, applying the following criteria to those unit members on the most recent "Seniority Year List":

1. State License certification, subject area endorsement and highly qualified status as defined by the NCLB;
2. Criminal records consisting of gross misdemeanor convictions;
3. Seniority – includes - National Administrative Board Certification;
4. Performance evaluations as defined below in the "groupings" as described for FY 2011-2012 and FY 2012-2013;
5. Sustained Discipline Records.

For the purposes of this article the term "administrator on a one year only contract" does not include standard contract administrators in one year only positions.

Within each position and subject the parties agree to establish and maintain 4 or 5 groupings of unit members qualified to hold positions as follows:

4 Groupings (effective 2011-2012):

- 1) Grouping One shall consist of each administrator on a one-year only contract with two or more "Unsatisfactory Performance Evaluations" within the past five

- (5) years. Ranking within that group must be by the greatest number of "Unsatisfactory Performance Evaluations" to the least number, followed by seniority.
- 2) Grouping Two shall consist of each administrator with two or more "Unsatisfactory Performance Evaluations" within the past five (5) years. Ranking with Grouping Two must be by the greatest number of consecutive "Unsatisfactory Performance Evaluations" to the least number followed by seniority.
 - 3) Grouping Three shall consist of each administrator with a "Satisfactory Performance Evaluation" that have gross misdemeanor convictions within the past 3 years; or have sustained discipline of multiple day suspensions without pay within the previous 3 years.
 - 4) Grouping Four shall consist of each administrator with a "Satisfactory Performance Evaluation" rating that holds a National Administrator Board Certification (NABC). Unit members within this Grouping shall be given 1 year seniority credit for each full year holding the NABC to a maximum credit of 10 years.

5 Groupings (effective 2012-2013):

- 1) Grouping One shall consist of each administrator on a one-year only contract with two or more "Unsatisfactory", "Ineffective" or "Minimally Effective" Performance Evaluation Ratings" within the past five (5) years. Ranking within that group must be by the greatest number of combined "Unsatisfactory", "Ineffective" and "Minimally Effective" "Performance Evaluations" to the least number, followed by seniority.
- 2) Grouping Two shall consist of each administrator with two or more "Unsatisfactory", "Ineffective" or "Minimally Effective" "Performance Evaluation Ratings". Ranking with Grouping Two must be by the greatest number of combined "Unsatisfactory", "Ineffective" and "Minimally Effective" "Performance Evaluations" to the least number followed by seniority.
- 3) Grouping Three shall consist of each administrator with an "Effective" or "Highly Effective" "Performance Evaluation Rating" that has a gross misdemeanor conviction within the past 3 years; or has sustained discipline of multiple day suspensions without pay within the previous 3 years.
- 4) Grouping Four shall consist of each administrator with an "Effective" "Performance Evaluation Rating." Unit members within this Grouping shall be

given 1 year seniority credit for each full year holding the NABC to a maximum credit of 10 years.

- 5) Grouping Five shall consist of each administrator with a "Highly Effective" "Performance Evaluation Rating." Unit members within this Grouping shall be given 1 year seniority credit for each full year holding the NABC to a maximum credit of 10 years.

Among unit members qualified to hold a position, employees must be reduced in the order of their Groupings based on seniority, unless otherwise stated in the Grouping descriptions as described above and as established on the most recent Seniority Year List, with unit members in Group One reduced first and unit members in Group 4 or Group 5 reduced last.

In accordance with the above Groupings, administrators will bump employees in their present classification, and those employees will bump the employees as specified above. In the event a principal is bumped, that principal is eligible to first bump an assistant principal. Seniority shall then be used as follows:

- 19.2.3.1 Seniority as an administrator based on total consecutive years of administrative service in the school district.
- 19.2.3.2 Seniority in the current administrative position based on the total consecutive years in the current administrative position.
- 19.2.3.3 Seniority with the District, based on the total consecutive years with the District in case of a tie.
- 19.2.3.4 All other conditions being equal, a lottery will be used to determine the outcome.
- 19.2.4 Fourth, administrators remaining will move to the next lower vacant administrative position, in accordance with their certification and qualifications. Employees who were working in non-principal positions are not eligible to move into principal positions unless they previously worked as a principal or assistant principal in WCSD.
- 19.2.5 Whenever possible, a sixty (60) day written notification will be given to administrators who are to be laid off as a result of reduction in force. Administrators who are separated as a result of a reduction in force when no other administrative position is available will be placed in teaching positions in accordance with their certification. If unit members are affected by a reduction in force and are placed in a position at a lower salary, they will be placed as close to their previous salary, not to exceed the top of the new

range of the position. When there are more administrative employees than reappointment positions, the criteria of 19.2.3 will apply.

Unit members who, because of reduction in force, are placed in teaching positions will retain all previous administrative seniority for administrative salary placement purposes.

- 19.3 The School District will recall administrators, regardless if the administrator transferred into an equivalent but different position (for example, high school principal to Director II, Middle School Principal to Director I, etc.), or if the administrator was laid off, by written notification (certified mail, return receipt requested) in the reverse order (greatest seniority to least seniority, based on the criteria outlined in 19.2.3) to their reduction, provided that the Administrator is currently certified, if required, and/or qualified for the new position. Employees who are placed on a recall list and who were working in non-principal positions are not eligible to be recalled into principal positions, unless the employee previously worked as a principal in WCSD. Recall notice shall be sent to the administrator's last known address on file with the Human Resources office. The administrator must, in writing, within ten (10) days of receipt, accept or reject the offer to return to work. The administrator will have twenty (20) days to return to duty.
- 19.4 The recall right for administrators transferred into an equivalent but different position, or laid off, shall continue for a total of two (2) years from the date the administrator was transferred into an equivalent but different position, or laid off, subject to the notification requirements. However, the administrator will be allowed to reject a total of two (2) recall job offers without losing his/her layoff rights. If this occurs, the School District will simply offer the job to the next administrator on the list. The administrator who rejects a recall job offer retains his/her position on the list. The School District must offer any vacant administrative position to all qualified administrators on the recall list before non-listed administrators are hired. Further, the School District is not obligated to recall an administrator in the event that the administrator fails to comply with any provisions of this article. (2003)
- 19.5 If an Administrator accepts a recall position into an equivalent position, the administrator then has no further recall rights to any subsequent administrative positions which may become available. If an administrator accepts a recall position into a position that is at a lower level than the original position from which he/she was laid off, the administrator will maintain recall rights until a subsequent, equivalent administrative position becomes available. This right will be available for a total of two (2) years from the date the administrator was transferred into an equivalent but different position, or laid off.

- 19.6 New employees filling positions with any temporary funding source, such as one-year-only (or any other specific period of time) positions, grant funded positions, bond funded positions, will not be eligible for this article until after five (5) years of service with the District in the position. District employees transferring into such positions will be eligible for this article.

**ARTICLE 20
PROBLEM SOLVING PROCEDURE**

- 20.1 In all matters not covered by this Agreement, the School District recognizes the need to provide unit members with an efficient process to resolve questions, concerns and disagreements.
- 20.2 Except as provided below, members will first discuss the question, concern, or disagreement with their immediate supervisor. Every reasonable effort will be made by both parties to resolve the matter informally in this manner.
- 20.2.1 If, after ten (10) days, the matter is not resolved in the opinion of the member, he may address the issue to the next level supervisor. The member will present the concern or question in writing, include a suggested resolution and provide a copy to the supervisor to whom the matter was first addressed.
- 20.2.2 If, after an additional ten (10) days, the matter remains unresolved, the member may address the matter, in writing, to the Superintendent, including copies of any previously written submissions or other material relevant to the matter.
- 20.2.3 Within a period of ten (10) days from receiving the written concern, question, or disagreement, the Superintendent will meet with the member (and, if desired, his association representative and/or legal counsel). The Superintendent's resolution will be stated in writing and a copy provided to the member within ten (10) working days of the date of the meeting.
- 20.2.4 If the matter is not resolved within ten days or if after ten (10) days, the matter is not resolved in the opinion of the member, he may address the issue to the Board of Trustees. The meeting will be scheduled with the Board of Trustees as soon as reasonably possible, not to exceed 20 days after the date the request is received. Copies of any previous written submissions or other materials relevant to the matter will be submitted to the Board of Trustees at least five (5) days in advance of the meeting. The final resolution will be communicated to the administrator within 20 days of the date of the meeting.

20.2.5 The decision of the Board is final.

- 20.3 If a question or concern involves a unit member's supervisor or other line administrator, the member (and, if desired, his association representative and/or legal counsel) may elect to address the matter directly to his supervisor's supervisor or the Superintendent.
- 20.4 All parties to this procedure agree to maintain appropriate confidentiality concerns all matters so addressed.

ARTICLE 21 ADMINISTRATIVE REPRESENTATION

- 21.1 A unit member about to undergo an investigatory interview shall be entitled to an association representative or another representative present at the interview and reasonable written notice prior to the date of interview. The unit member will notify the District prior to the interview of the identity of the representative he has chosen to be present. Any and all notices of the supervisor's desire to hold an investigatory interview with an administrator shall include the specific matter(s) being investigated.
- 21.2 After notice has been given and in the interest of expediting a resolution to a disciplinary problem, a unit member may choose between participating in the investigatory interview without representation or not being interviewed at that time.
- 21.3 A member's right to representation during the course of an interview arises if discussion with the supervising administrator moves beyond merely informing the administrator of the nature of the investigation. No further discussion can occur with the supervising administrator unless the member obtains representation, if he desires to do so.
- 21.4 No unit member shall be disciplined or discriminated against because of lawful activity with the association. No attempt shall be made to intimidate or discourage a member from exercising his right to representation.

ARTICLE 22 GRIEVANCE PROCEDURES

22.1 GRIEVANCE RESOLUTION PROCESS

- 22.1.a A non-disciplinary contractual grievance shall be defined as a dispute regarding the interpretation, application or alleged violation of:
- (i) Any of the provisions of this Agreement;
 - (ii) Any of the policies or regulations of the School District which directly relate to those mandatory subjects of bargaining as outlined in NRS 288.150(2).

22.1.1 Should a disagreement arise over the interpretation of, application of, or alleged violation of any of the provisions of this Agreement, we pledge to undertake discussions with that party seeking to explore resolution of the disagreement through negotiation, mediation, arbitration, or other alternative dispute resolution techniques. A dispute may be brought forward by an individual unit member or by the association if a number of members are affected.

22.1.2 If a unit member does not file a grievance in writing, as provided herein, within thirty (30) days after the member knew of or should have know of the act or condition on which the grievance is based, then the grievance shall be considered as waived. The parties involved may mutually agree to extend said time limitations.

If the District does not respond or act within the time limits set herein, the grievant shall have the right to proceed to the next step in the process.

22.1.3 These discussions shall be voluntary, confidential and private.

22.1.4 PROCESS

22.1.4.1 The parties will attempt in good faith to resolve any disagreement arising out of or relating to this Agreement by prompt discussions between the employee with the appropriate supervisor, and another member of his/her choosing and the WSPA President and Representative(s) who have authority to settle the disagreement.

22.1.4.2 The disputing party shall provide written notice to the Chief Human Resources Officer, regarding the grievance. Such written notice will include the specific language of the agreement at issue, a brief discussion of the facts, the remedy sought, and the name of the person representing the grieving party.

22.1.4.3 The individuals shall meet as soon as possible (but not later than 15 working days of receipt of the notice), and after that, as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

22.1.4.4 The District will provide a written response to the original notice.

22.1.4.5 At the option of the Association, a grievance concerning an alleged violation of Article 19, Reduction if Force may be filed immediately at Step Two of the Grievance and Arbitration Procedure.

22. 2 A non-disciplinary contractual grievance may be filed by a unit member covered by this Agreement, or by the Association, or by the member's or Association's representative(s) acting on behalf of the member and/or the Association.

22. 3 Non-Disciplinary contractual grievances may be brought by individuals or groups of individuals who are directly affected by the nature of this dispute. Grievances may be initiated or pursued at any step and to any higher step by the Association. A grievance filed by the Association involving more than one (1) member in more than one (1) location may be commenced at Step Two of the Grievance and Arbitration Procedure listed herein by filing a written grievance.

22.3.1 If the Association does not agree to or support arbitration, it shall not be responsible for any fees or expenses under this collective bargaining agreement (CBA). The individual employee, in that event, will be individually responsible for any fees or expenses. In addition, if the Association does not agree to arbitration, the Arbitrator may require from the individual the payment of one-half the estimated cost of the arbitration in advance of any hearing. If the payment is not made within thirty (30) days prior to the individual arbitrator's cancellation date, the grievance shall be deemed denied or settled on the basis of the last administrative decision. In that event, the employee may rebut the last administrative decision within thirty (30) days of that event occurring and any such rebuttal shall accompany any file containing any information relevant to the issues at hand. Provisions for selection of the mediator and arbitrator shall be as described in this article except that the word "association" shall be replaced with "individual employee."

22.3.2 In the event an employee(s) covered by this Agreement exercises the right to individually process a grievance without assistance or support from the Association, the district shall provide the Association:

A written copy of the grievance, the name of the grievant(s) to include the work location and the name of the grievant's appropriate supervisor;

An opportunity to be present and to submit the Association's position at any meeting with the grievant(s) and at any grievance hearing(s), evidentiary hearings, arbitration hearing(s), or any other meeting(s); and

A written copy of the resolution of the grievance or arbitration.

22.4 A grievance as defined herein must be filed in writing or submitted by e-mail alleging which terms or provisions under which the dispute arises, and must be filed not later than thirty (30) days after the affected member or Association first knew or should have known of the act or condition upon which the grievance is based.

- 22.5 During all procedural steps, each of the parties to the grievance shall have access at reasonable times to all written statements and records of the grievance.
- 22.6 In the event the grievance is between two (2) members of Association, the grievant may be represented by Association or their designated representative(s) during the entire Grievance and Arbitration Procedure.
- 22.7 All grievances shall be handled in the following manner:

Step One – Informal

- 22.8 A grievant may first attempt to resolve it informally by meeting with his immediate supervisor. The supervisor shall render a written decision to the member or his/her representative no later than five (5) days from the date of the meeting.
 - 22.8.1 A decision reached between the grievant and the supervisor does not establish a precedent and cannot be utilized as the basis for resolving any other grievance.
 - 22.8.2 If the administrator is not satisfied with the response from the immediate supervisor, the grievant may proceed to Step Two.

Step Two – Formal

- 22.9 If the grievance is not resolved at Step One, the grievant or the Association may submit the unresolved grievance to the Superintendent or designee in signed written form or by e-mail with delivery confirmation, within the thirty (30) day period.
 - 22.9.1 In the event a grievance is submitted to Step Two in a timely manner, the Superintendent or designee and the supervisor being grieved shall meet with or schedule a meeting with the grievant and/or their designated representative within fifteen (15) days after receiving the grievance.
 - 22.9.2 Within fifteen (15) days after the meeting, the Superintendent or designee shall submit a written response or an e-mail response with delivery confirmation, to the grievant and the Association and their representative(s). Any resolution of the grievance in favor of the grievant shall be reduced to writing in the form of a settlement agreement. If the Superintendent or designee fail to respond within fifteen (15) days, or if a time extension is not mutually agreed upon in writing or by e-mail with delivery confirmation, the grievance shall automatically advance to the next appeal level.
 - 22.9.3 A decision reached between the grievant and the Superintendent or his/her designee establishes a precedent and can be utilized as the basis for

resolving any other grievance involving the issue(s) unless specifically stated otherwise in the settlement agreement.

22.9.4 If the grievance is denied or not settled at Step Two of the grievance procedures, the grievance may be appealed to Step Three, non-binding mediation.

Step Three – Mediation

22.10 It is recognized that disputes among members are inevitable. Ongoing disputes that are not addressed will negatively impact working conditions and will ultimately lead to decreased productivity. An accepted alternative dispute resolution process is mediation.

22.10.1 Except as otherwise stated herein, requests for mediation shall be made through the Association and shall proceed as described herein.

22.10.2 Within ten (10) days thereafter, the District and the Association shall agree upon a mutually acceptable mediator who is experienced, impartial, disinterested, and of recognized competence. The parties shall then proceed to non-binding mediation. The parties agree to utilize a Federal Mediation and Conciliation Commissioner if available to initially mediate the grievance. If the parties are unable to agree upon a Federal Mediation and Conciliation Service (FMCS) mediator, a request for a list of mediators shall be made to the FMCS by either party. Within ten (10) days after the receipt of the list of mediators, the parties shall meet to select a mediator. The cost of the mediator, if using a mediator other than a federally provided FMCS Commissioner mediator, is shared equally by the parties.

22.20.4 If the parties are unable to resolve the issue through non-binding mediation, the grievant(s)/employee(s) or Association may submit the grievance to Step Four Arbitration.

Step Four – Arbitration

22.11 In the event a grievance is not settled at the mediation level of the Grievance Procedure, the Association, not later than fifteen (15) days after the Mediation may appeal the grievance to binding arbitration, in accordance with the provisions set forth below. A request for arbitration shall be made by delivering to the Superintendent or designee written notice, which can be served by e-mail with delivery confirmation, of the intent to arbitrate.

- 22.11.1 In the event a timely written request for arbitration of an unresolved grievance is made by the Association, the parties shall, within fifteen (15) days, jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish a list of seven (7) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished by the Association and the School District each striking one (1) name from the list in turn until one (1) name remains. The determination as to who shall strike first shall be by coin toss. The final selection of the arbitrator shall be made within fifteen (15) days following receipt of the list of arbitrators.
- 22.11.2 The selected arbitrator shall be asked to conduct the arbitration hearing as soon as possible after his or her selection.
- 22.11.3 The arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from any provision of this Agreement. An arbitrator in the absence of the express written agreement of the parties shall have no authority to rule on any dispute between the parties other than the one, which qualifies as a grievance as defined above.
- 22.11.4 The arbitrator's decision shall be submitted in writing or by e-mail attachment with delivery confirmation, to all parties and shall be final and binding, including payment of damages, on all parties to this Agreement.
- 22.11.5 The expenses of arbitration, including the arbitrator's fee/costs and expenses, and the cost of the arbitrator's transcript, shall be borne equally by the School District and the Association. However, all other expenses incurred by either party in the preparation or presentation of its cases are to be borne solely by the party incurring such expenses. It is understood and agreed only the Association has the right to request arbitration.
- 22.11.6 This provision shall not be construed as an agreement by the School District to pay the grievant or the Association Representative, or any person present on their behalf, for the time spent in processing a grievance in accordance with the provisions of this Article.
- 22.11.7 The costs to the parties for conducting grievance proceedings shall be paid for by the party incurring the cost.
- 22.11.8 The time for a grievance meeting/arbitration must be approved by the Superintendent's designee and by the Association and/or the

grievant. It may occur during or outside the work day. In the event a grievance meeting/arbitration is scheduled and held during the work day, administrators and their representatives, if the representatives are members of WSPA and are covered by this Agreement, who participate in such a meeting as the grievance or as a witness shall do so without loss of pay.

ARTICLE 23 ADMINISTRATOR PROTECTION

- 23.1 The Board of Trustees will provide legal assistance at no cost to the unit member for any unit member who is sued for assault or other alleged incidents, acts or omissions which occur in the pursuit of his duties and acting within the limits of assigned responsibility in accordance with Administrative Regulation 4116.2.
- 23.2 Unit members shall immediately report to their immediate supervisor and/or the District cases of assault, harassment, and verbal or written threats to life and limb either suffered by them or for which they may be responsible and which occurred in connection with their employment.
- 23.3 Formal action shall be taken on such a complaint when such matter is reported to the District and the Superintendent. The unit member shall be fully informed, in writing, as to the disposition of the action.
- 23.4 Unit members, while acting within the course of their duties as such, may use such force as is reasonable and necessary to protect themselves or others or property; quell a disturbance threatening physical injury; obtain possession of weapons or other dangerous objects upon the person of or within the control of an individual.
- 23.5 The District shall begin an on-site investigation immediately after receiving a complaint reporting assault, harassment, or written or verbal threats to life and limb from an administrator.
- 23.6 No administrator shall be disciplined or discriminated against because of lawful activity with the Association. No attempt shall be made to intimidate or discourage members from exercising their right to representation.

**ARTICLE 24
PROFESSIONAL COMPENSATION**

24.1 Restructured salary Schedule

Effective July 1, 2017 the District will replace the existing salary schedule with the School-Based Site Management Plan Salary Schedule developed by the District and the Association. All unit members will be initially placed in the appropriate grade and step based upon the point system calculations for the previous school year. For the initial placement, unit members who are in principal positions will be placed on the appropriate Grade as designated using the School-Based Site Management Plan Salary Schedule on the step that matches their 2017-2018 annual salary on the current salary schedule, including the step increase, if eligible. For purposes of placement, the principal will roll-up on the 2016-17 schedule, if eligible. If the roll-up results in an increase of a yearly compensation of at least \$1750, the unit member will be placed at the grade designated for the school at the closest dollar amount. If the roll-up results in less than \$1750 of their projected annual salary, they will be advanced one step on the salary grade for their site.

For example:

If a principal of an elementary school is currently (16-17) on DC, Step 5 (\$98,630), the rollup placement on the old salary, for 17-18 would be DC, Step 6 (\$ 101, 590) for a difference of \$2, 960. If the current school is designated 11 months, Grade 43, the principal would be placed on Step 2c for an annual salary of \$ 102, 417.

If a principal of a middle school is currently (16-17) on EC, Step 8 (\$111,365), the roll-up placement on the old salary schedule for 17-18 would be DC Step 9 (\$ 111,365). No step increase is available. The middle school is designated as 11 months, Grade 43, the principal would be placed on Step 7c for an annual salary of \$ 114, 865.

All other unit members will be placed on the School-Based Site Management Plan Salary Schedule on the step that matches their 2017-2018 annual salary on the current salary schedule, including the step increase, if eligible.

The District will examine the impact of moving from a monthly to either a bi-monthly or bi-weekly pay structure during the 2017-18 school year. If such an examination determines the move is feasible, it will be implemented for the 2018-19 school year.

24.1.1 Effective July 1, 2018 bargaining unit members shall receive a cost of living increase of 1.00%. The District will pay on behalf of all bargaining unit members 100% of the cost for the employee portion of health insurance premium for the term of this agreement.

24.2 Salary Schedule Notes:

24.2.1 Every year on or before February 1, the District will review the School-Based Site Management Plan Salary Schedule in Appendix B and recalculate the points for each school site in the District.

24.2.2 If this recalculation moves an employee to a grade lower than their current salary placement, the unit member will remain at their current placement until they choose to leave the school site, at which time the position will be posted at the appropriate grade based upon the calculations stated above.

24.2.3 If a unit member is involuntarily transferred to a school site at a lower placement than their current placement on the salary schedule, they will remain at their current salary placement for one (1) year. After that, the unit member must either seek transfer to another position with the District or will be placed on the salary grade for that school site.

24.2.4 If a unit member chooses to voluntarily transfer to another school site at which the salary grade placement is lower than the unit member's current placement, they will be moved to the appropriate salary-grade placement and receive the salary to which the position is entitled.

24.2.5 If the recalculation, involuntary transfer, or voluntary transfer moves a unit member to a grade higher than their current salary placement, the unit member will be moved to the appropriate salary grade placement at the beginning of the upcoming contract year.

24.2.6 If a unit member moves to a promotional position or classification within the bargaining unit than their current position, they will be initially placed on the grade and step within the new position that is no less than 4% from their current salary placement. Should the salary increase be less than 4% (yearly) they will be advanced one step.

24.2.7 If a unit member is placed on a limited-term special assignment, they will retain the most recent salary grade and placement from the school site and year they last served as an administrator at that site. Once placed, they will remain in that salary grade for the duration of that assignment.

24.2.8 A unit member selected to open a new school will receive no less than their current salary grade for three years. The school's initial calculation for

placement on the salary grade will be determined by the process stated in Article 24.2.1, or when enrollment is finalized for funding purposes. If this initial calculation places the school in a higher grade than the unit member's current salary placement, the provisions of Article 24.2.5 will apply retroactively to the beginning of the contract year. If the calculation would place the unit member at a lower grade, the unit member will remain at their current salary as described in 24.2.2.

24.2.9 Unit members authorized to advance to a higher salary column will be placed in the higher column at the lowest level which permits an actual increase of at least 4% in the daily rate, but not to exceed the maximum step of that column.

24.2.10 The School District will recognize up to four (4) additional years (beyond the five (5) year limit on the schedule) of experience for administrators who left, and then returned, to the School District.

This credit will be granted if members' additional four (4) years were in the School District and their absence from the School District or other public school employment did not exceed ten (10) years. This credit will place them on the maximum step given their placement and be retroactive only to the beginning of the contract year.

24.2.11 Administrators who have completed a doctoral program will receive \$1,100 in addition to their scheduled salary in July of each year. This is intended as a salary bonus for the forthcoming contract year and is not earned until the contract year is completed on June 30. Administrators who leave prior to July 1, of any calendar year will have a pro-rated deduction. [For example, an administrator who receives a bonus July, 1994, will not have earned that bonus until June 30, 1995. If s/he leaves May 31 of 1995, s/he will have one month's worth of the doctoral bonus deducted from his/her last check.] Administrators who have announced prior to July 1, their intent to retire and have confirmed their retirement date will receive a prorated amount in July.

24.2.12 NATIONAL ADMINISTRATOR BOARD CERTIFICATION (NABC)

Employees who earn a NABC shall receive a five (5) thousand dollar (\$5,000.00) yearly increase in pay, paid over a 12-month period. They shall also receive additional financial compensation/stipends for any extra duties or responsibilities undertaken for service contribution to the Staff Development Office for mentoring, instructing, advising and designing programs and other additional services that are subject to compensation. Those extra services would be optional for those administrators. These administrators shall have the option to not participate in any extra duties or

responsibilities relating to or from the NABC. However, they shall receive the annual five (5) thousand dollars (\$5,000.00) yearly increase in pay for achieving NABC. In addition to the financial compensation for undertaking, those extra duties/responsibilities those individuals shall also receive written recognition from the District for their services to the District. The parties agree that the five (5) thousand dollars (\$5,000.00) annual bonus paid over a 12-month period for those administrators, shall continue for a ten (10) year period. One current employee covered under the former plan (see MOU).⁽²⁰¹¹⁾

24.2.13 BOARD OF TRUSTEES' MODIFICATION/ABANDONMENT

In addition to the above the parties agree that the WCSD Board of Trustees reserves the right to review the NABC program in order to determine its effectiveness in attaining Board objectives. The Board reserves the right to modify or abandon the certification program if the Board deems such action to be in the best interests of the District. However, should the Board decide to modify or abandon the program, any administrators currently holding NABC or any administrator actively pursuing NABC shall continue to receive the compensation as listed in this agreement for their ten (10) year period as described above.

Should the Board direct staff to modify or abandon the NABC, the parties agree to meet and discuss the modifications and/or abandonment of the program and, if a modification is to be made, develop a new proposal. Any new Board directed abandonment or modifications to the NABC shall have no effect on those currently holding NABC or actively pursuing NABC, unless agreed to in subsequent negotiations.⁽²⁰¹¹⁾

24.2.14 LONGEVITY BONUS

24.2.14.1 Unit members who have completed 10-14 total years of educational service with the WCSD prior to July 1 of any year will receive an additional yearly stipend of \$1,870 in July of the same calendar year, for which PERS contributions will be made by the School District.

24.2.14.2 Unit members who have completed 15-19 total years of educational service with the WCSD prior to July 1 of any year will receive an additional yearly stipend of \$2,035 in July of the same calendar year, for which PERS contributions will be made by the School District.

24.2. 14.3 Unit members who have completed 20 or more total years of educational service with the WCSD prior to July 1 of any year

will receive an additional yearly stipend of \$2,145 in July of the same calendar year, for which PERS contributions will be made by the School District.

24.2.14.4 Unit members who have completed 25 or more total years of educational service with the WCSD prior to July 1 of any year will receive an additional yearly stipend of \$2,360 in July of the same calendar year, for which PERS contributions will be made by the School District.

24.2.14.5 Unit members who separate from the School District prior to July 1 of any calendar year shall receive a prorated longevity Payment

24.3 Compensation for accumulated sick leave at retirement will be provided for as specified in Administrative Regulation 4142.05.

24.4 Unit members who are assigned to a multi-track year-round school shall be placed on the appropriate column based upon the additional contract days worked for which PERS contributions will be made by the School District. Assignments of less than a full contract year will be prorated.

24.5 ISOLATION ALLOWANCE

Unit members who have full time responsibility at schools in Natchez and Gerlach will receive an isolation allowance, for which PERS contributions will be made by the School District. The principal at Natchez will receive \$550. The principal at Gerlach will receive \$1,837.

24.6 BENEFITS RESERVE PROGRAM

24.6.1 For every current fiscal year there is established a Benefit Reserve Program (BRP) for each unit member who has completed fewer than 10 years of educational service with the School District in the amount of \$700.

24.6.2 The BRP may be used by the eligible member to pay for any one or more of the following items:

- (A) To offset the cost of premiums paid for dependent medical coverage.
- (B) To pay non-covered medical or dental expenses and to offset the cost of deductibles, co-payments, or any excess costs on the medical/dental insurance (including physical examinations), vision insurance plan or hearing aid devices.

- (C) To offset premiums paid for additional life and/or professional liability insurance.
- (D) To pay for dues or fees related to memberships in professional association(s) in the unit member's field.
- (E) To pay for registration to professional conferences, seminars and/or workshops.

24.6.3 PROCEDURES

- (A) Annually, near the end of the fiscal year, the Business Office will distribute to each unit member a "Benefit Reserve Program, Statement of Use" form.
- (B) Unit members will be requested to itemize the charges against the BRP which they are submitting and submit receipts or other documentation for each charge.
- (C) The Business Office will then reimburse the unit member the specific amount approved by the Board of Trustees toward offsetting the costs submitted.

24.6.4 GENERAL

- (A) The BRP value is taxable income and will be reported by the School District as income on the W-2.
- (B) The "Benefit Reserve Program, Statement of Use" form must be submitted by the deadline requested. No retroactive payments will be made for previous year expenditures.
- (C) Newly hired unit members who commence work after the start of the fiscal year and unit members who separate during the fiscal year will be entitled to a pro-rated amount of the BRP value based on the days of service during the fiscal year.
- (D) BRP unused balance remaining at the close of the fiscal year will revert to the School District General Fund.

24.7 INSURANCE

The health insurance contributions by the District shall not exceed the following for Calendar Year 2017. Rates for Fiscal Year 2018 and 2019 to be adjusted according to the plan providers and insurance committee negotiations that is to occur in January 2018. These amounts shall be adjusted when they occur. The District shall inform the Association and the employees covered by this agreement of the new amounts. The rates listed below are effective as of January 1, 2017:

24.7.1 Medical Insurance (including any and all related insurances or coverages)
\$589.14 per month per eligible employee.
GAP - \$14.80 per month

24.7.2 Dental Insurance - \$52.87 per month per eligible employee.

24.7.3 Vision Insurance - \$12.32 per month per eligible employee.

24.7.4 Life Insurance - \$66.00 per month per eligible employee.

24.7.5 Long-Term Disability Insurance - \$.14/\$100 payroll per month per eligible employee.

24.7.6 RETIREE SUBSIDY

The provisions of this Article and all its subsections shall sunset effective June 30, 2006 and bargaining unit members who retire after June 30, 2006 will no longer be eligible for any retiree subsidy. Effective July 1, 2006, all retirees previously eligible for the subsidy as of June 30, 2006, shall be eligible to receive the retire subsidy.

The cost of such subsidy shall not exceed .00151641 of the budgeted General Fund property tax revenues. (the "Cap").

Any and all monies paid by the District under the State plan for the Public Employees Benefit Plan subsidy or its equivalent, which are not reimbursed by the State, shall be credited dollar for dollar against the CAP.

The retirees' insurance subsidy shall be paid as follows: The District will pay 40% of the monthly medical insurance costs that it pays for medical insurance for its active full-time Bargaining unit members, for each and every eligible retiree who elects to participate in one of the District's self-

insured group health plans. After the Cap is reached, no retiree subsidy will be paid for that fiscal year.”

24.8 EARLY SEPARATION INCENTIVE PLAN (ESIP)

24.8.1 The District will provide an Early Separation Incentive Plan (ESIP) within the following limitations:

Commencing July 1, 2006, bargaining unit members desiring to participate in the ESIP must satisfy the following conditions in order to be considered as a participant of the ESIP: 1) have completed 20 years of continuous service with the Washoe County School District as of August 31 of the year in which they participate; 2) have less than 36 years of credited service with PERS as of the year in which they participate (separate); 3) submit to the Human Resource Division of the District a completed ESIP Application Form and Letter of Resignation (effective no later than August 31 of the year in which they retire) prior to the deadline announced by the District. Employees with 30 more years of service who received an unsatisfactory evaluation in the previous year and who receive an unsatisfactory evaluation in the year they apply for ESIP, are not eligible for ESIP. Following the receipt by the District of a completed ESIP Application Form and Letter of Resignation, the bargaining unit member's ESIP Application Form and Letter of Resignation will be either approved or disapproved by the District no earlier than January of the year the bargaining unit member is to retire and the bargaining unit member will be notified in writing of the decision. If a bargaining unit member's ESIP Application is approved by the District, the District will accept the bargaining unit member's Letter of Resignation and determine the amount of the benefit to be paid to the bargaining unit member (the "ESIP Amount") as follows:

For bargaining unit members who are classified as "year round employees" of the District, the ESIP Amount will be paid to such employees by June 30th of the year that such employees retire. For bargaining unit members who are classified as "traditional employees" of the District, the ESIP Amount will be paid by August 31 of the year that such employees retire. The ESIP Amount awarded to a bargaining unit member will be paid by the District to the bargaining unit member in a lump sum amount, and unless the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the corresponding Treasury Regulations provide otherwise, the ESIP Amount paid to a bargaining unit member shall be treated as severance pay taxable to the bargaining unit member under applicable federal and state laws. The bargaining unit acknowledges that because the ESIP Amounts are treated as taxable severance pay to its members, the District is authorized to withhold from the ESIP Amount paid to a bargaining unit

member, all federal, state and local income, payroll, and other taxes required to be withheld under applicable federal and state laws. The bargaining unit further acknowledges that the payment of ESIP Amounts may not be (i) deferred beyond the date the ESIP amount is payable, or (ii) transferred by the District on a pre-tax basis to a tax-exempt plan sponsored by the District, including without limitation, the "Special Pay Plan" and any plan described in Code Section 403(b) or Code Section 457. However, a bargaining unit member is authorized, if permitted by the laws governing the Nevada PERS Program, to utilize the after-tax ESIP Amounts to voluntarily purchase PERS service credits. Any bargaining unit member who elects to utilize his or her after-tax ESIP Amount to purchase PERS service credits shall be solely responsible for obtaining from and submitting to PERS the necessary documentation to purchase the PERS service credits prior to separating from service from the District. The bargaining unit and the District hereby agree that the ESIP described herein shall be memorialized in a Plan set forth in the Administrative Regulations adopted by the District, which Plan shall contain language necessary to comply with Code Section 409A.

- 24.8.2 The maximum incentive for each approved ESIP applicant will be no more than \$24,000.
- 24.8.3 The District will provide a maximum of \$120,000 in incentives in any given year (the "CAP"). If the cost of the incentives exceeds \$120,000, those with the most continuous years of service with the District shall be recommended first. The cost of previous awarded stipends shall be included under the CAP.
- 24.8.4 Should a bargaining unit member become deceased prior to receiving the total ESIP entitlement, the balance shall be paid to the designated employee's beneficiary or the employee's estate.
- 24.8.5 All other matters related to this program will be governed by Administrative Regulation 4149 which shall not be incorporated into this Agreement by reference and thus not be subject to the grievance procedure.
- 24.8.6 This Article and the ESIP benefit for bargaining unit members shall sunset in its entirety on June 30, 2011 and cease to be part of the Agreement thereafter. Notwithstanding the language above in 24.8.1 through 24.8.5, the ESIP benefit shall be phased out by allowing a maximum of only: three (3) approved ESIP applicants for 2008-2009; two (2) approved ESIP applicants for 2009-2010; and one (1) approved ESIP applicant for 2010-2011.

24.9 PROFESSIONAL DEVELOPMENT

24.9.1 \$625 will be available in departmental budgets each year for a bargaining unit member to utilize for his/her professional development:

Professional development money designated in this section may be carried over into the budget for the following year and will not be subject to the budget rollover percentage. Bargaining unit members may accrue up to a maximum of \$1,250 in their budgets for professional development.

Professional development money may not be utilized by the bargaining unit member or the school/location for any other purpose than the professional development of the bargaining unit member. Professional development money may be utilized to pay dues for national/state professional association's contingent on the administrator being provided professional development opportunities or professional development materials by the national/state professional association. Professional development money may not be utilized to pay dues for local associations, but may be used to pay for professional development opportunities provided by the local association.

24.9.2 Effective November 1, 2014, licensed administrators may use their professional development funds to receive compensation while attending non-contract, supervisor approved, District training (e.g. "Saturday Café").

When an employee attends their approved District training, they will be paid at a rate of \$30/hour. This amount will be deducted from their annual professional development amount, up to the maximum of what amount exists in the employee's annual or accrued amount except as described in this Article.

In order to use professional development funds the employee must complete the District's Special Service Agreement (stipend form) and provide it to their supervisor for pre-approval. In the description of services to be performed, the employee must include the training they desire to attend, the date the training will be conducted, and the number of hours for training.

Exception: Payment shall not be paid for non-contract District training when the District has paid for the employee's professional fees, travel and/or conference costs.

24.10 MILEAGE REIMBURSEMENT

- 24.10.1 Beginning with the 2008 fiscal year, a mileage reimbursement fund shall be established for school principals and assistant principals who may be required to use their own automobiles in the performance of their duties. The mileage reimbursement shall be at the rate set by the Internal Revenue Service, to be adjusted when the IRS rate changes from time to time. Mileage will be calculated and paid for travel between schools or District properties, but shall not be paid for travel between the home or point of origin and the regular work location. The total amount of the mileage reimbursement fund shall be capped at \$100,000 per fiscal year. For the 2008 fiscal year each school principal and assistant principal will be allocated a maximum of amount from the fund as follows:

High Schools - \$1,200; Middle Schools - \$500; Elementary Schools - \$250

Request for mileage reimbursement must be submitted on mileage reimbursement forms through the schools.

ARTICLE 25 ADMINISTRATIVE RECLASSIFICATION

- 25.1 A reclassification is the movement of a position on an administrative salary schedule based on significant changes in duties and responsibilities as compared to the job description under which the unit member was hired. Increased workload by itself is not a basis for reclassification under this procedure. Requests for additional staff or days should be directed to the appropriate member of the Executive Cabinet. Requests for salary increases based on comparisons with similar positions in other districts or the private sector should be directed to the WSPA to be addressed through the collective bargaining process.

25.1.1 REQUEST PROCESS

Any unit member who feels his/her position is not properly classified on the Washoe County School District's Certificated Administrator's Salary Schedule may complete and submit to his/her supervisor an Administrative Reclassification Request Questionnaire.

Administrative supervisors may also submit a request for the reclassification of a certificated position due to reorganization, restructuring, or significant changes to a position. Such requests may be submitted before the duties are assigned to the employee.

25.1.2. DATA COLLECTION

25.1.2.1 Human Resources will conduct an interview with the employee to gather additional information and to clarify information gathered on the Reclassification Request Questionnaire.

25.1.2.2 Human Resources may perform a desk audit of the position.

25.1.2.3 Human Resources will conduct an interview with the employee's supervisor, department head, and/or assistant superintendent to gather additional information.

25.1.3 RECLASSIFICATION REVIEW PROCESS

25.1.3.1 Human Resources will review the Questionnaire to determine if a position should be reclassified to a higher or lower salary range, or if the position should remain where it is currently classified. A position is normally recommended for a reclassification if the position has or will experience significant changes in the duties, tasks, and responsibilities that change the intent of the position to a degree that it no longer falls within the realm of the classification to which it was originally assigned.

A written analysis and recommendation will be provided to the Superintendent by Human Resources and will consist of one of the following:

25.1.3.1.1 A position may be recommended to be reclassified to an existing or new classification at a higher salary range; or

25.1.3.1.2 A position may be recommended to be reclassified to an existing or new classification at a lower salary range (see 25.1.3.2); or

25.1.3.1.3 A position may be recommended for no change.

25.1.3.2 The Superintendent may accept, reject, or modify the recommendations of Human Resources. The results, including the rationale for the decision, will be provided to the unit member and his/her supervisor.

New classification and salary range changes will be reviewed with the Association.

If a recommendation to reclassify a position would result in a lower salary, the unit member will be notified that there will be no change in his/her salary or classification. The position will be reclassified when it becomes vacant.

25.1.4 TIMELINE

- 25.1.4.1. Reclassification requests may be filed with Human Resources anytime during the year.

Human Resources will review the position and make recommendations as soon as possible after receiving a request. Human Resources will make an effort to submit recommendations to the Superintendent no later than four (4) months after a request is submitted.

The Superintendent will issue his/her decision preferably within 21 business days from the date Human Resources submits the request.

Decisions issued by the Superintendent shall be made effective in the next scheduled pay period. In certain circumstances, based on the status of the General Fund, the implementation date of a reclassification may be postponed by the Superintendent.

25.1.5 FURTHER REVIEW

- 25.1.5.1 Unit members who do not agree with the decisions issued by Human Resources may request a further review. The further review process shall be as follows:

25.1.5.1.1 The unit member shall submit a letter in writing to Human Resources containing either: 1) a request to meet personally with the Superintendent to discuss the specific reasons why s/he disagrees with the decision rendered; or 2) the specific reasons why s/he disagrees with the decision rendered. The Superintendent will review the letter.

25.1.5.1.2 Letters must be received in Human Resources within 21 business days from the date the decision was sent to the employee.

25.1.5.1.3 The Superintendent will meet, preferably within 21 business days from the date the further review letters were received, to review all letters submitted and to meet with all employees requesting such.

25.1.5.1.4 The Superintendent shall issue his/her decision to Human Resources, preferably within 21 business days from the date the Superintendent met with the employee.

Human Resources will immediately notify the employee of the decision rendered by the Superintendent.

25.1.5.1.5 All decisions issued are final and are not subject to complaint or grievance.

25.1.6 RECLASSIFICATION

25.1.6.1 Unit members who have their positions reclassified will be placed at the range, column and step that permit an increase of no less than 4%.

25.1.7 FUNDING

25.1.7.1 Prior to each fiscal year, Human Resources will submit through the Budget Development Procedure for approval a budget to fund reclassifications for the coming fiscal year.

ARTICLE 26 TERM OF AGREEMENT

- 26.1 This agreement shall be effective as of the 1st day of July, 2017, and shall remain in effect until June 30, 2019, and shall continue from year to year thereafter, unless either of the signatories hereto shall give written notice to the other as required by Nevada Revised Statutes, of a desire to change wages, hours, and conditions of employment hereof.
- 26.2 Either party may elect to negotiate any new subjects added by the legislature to the mandatory list of items under NRS 288.
- 26.3 Effective immediately after the ratification of the July 1, 2015-June 30, 2017 successor agreement the parties agree to open negotiations on Article 18-Dismissal and Disciplinary Procedures Including Grievance and Binding Arbitration and Article 22, Grievance Procedures, with the objective being to resolve

disagreement by the parties as to the intent of both articles. (Any current grievances shall continue through the current resolution process as detailed in the existing 2013-2015 CBA on Article 18 and 22)

- 26.4 Effective subsequent to July 1, 2015 the parties have agreed to initiate and participate in a committee to study the administrative contract days of the WSPA covered members. The results of the study must be negotiated with the parties to this agreement.

This is to confirm that the parties identified below voted to ratify the Agreement on the dates noted.

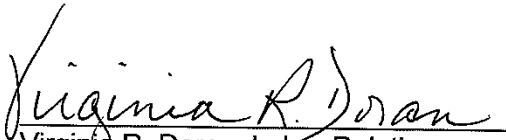
Washoe County School District (WCSD) Board of Trustees

On the 11th day of April, 2017

Washoe School Principals' Association (WSPA)

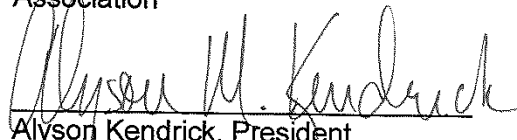
On the 6th day of April, 2017

For Washoe County School District


Virginia R. Doran, Labor Relations
Manager, WCSD

1/25/18
Date

For Washoe School Principals'
Association


Alyson Kendrick, President
WSPA

1/26/18
Date

APPENDIX A

**MEMORANDUM OF UNDERSTANDING
Compensation/Additional Duties**

The WCSD agrees to include representatives from the WSPA in the creation of a district-wide policy addressing the issue of additional compensation for administrators requested to perform duties outside the scope of their regular contracted duties. This policy will be presented to the Board of Trustees for approval no later than July 1, 2006.

**MEMORANDUM OF UNDERSTANDING
401A**

The WSPA and the Washoe County School District enter into Negotiations to examine how to set up a 401A plan that result in tax saving opportunities for the members of this bargaining unit.

Memorandum of Understanding

Pursuant to AB1 (2007) bargaining members entitled to 1/5 PERS credit have option to continue 1/5 PERS or option for a cash payment per year up to an amount totaling no more than \$3,500, including any related benefits, i.e. PERS, and subject to State of Nevada funding sources. The parties agree to comply with the State of Nevada mandated rulings and regulations regarding this legislation.

**Memorandum of Understanding
Classification of Deans**

Following the ratification of the July 1, 2007 labor agreement, the parties agree to form a committee of School District officials and Association representatives to meet and confer regarding the status of Deans in the Washoe County School District. Options to consider will include, but not be limited to, the creation of an exclusive column on the Administrator's salary schedule dedicated to this classification with a new job title. The creation of such a column and name change would allow those serving in such positions to be properly recognized and compensated for their job responsibilities and extra days worked.

The determination of the feasibility of implementation of any proposal brought forth by this committee shall be reserved to negotiations of the successor labor agreement unless mutually accepted, ratified and approved by the respective parties involved in the MOU.

MEMORANDUM OF UNDERSTANDING

The parties agree to continue to establish a Professional Growth System which includes a component of the Peer Assistance Review Panel. The parties further agree that upon completion of the PAR process development and pilot, further discussions may ensue based on potential contractual impact. (2011)

MEMORANDUM OF UNDERSTANDING NATIONAL ADMINISTRATORS BOARD CERTIFICATION BETWEEN WASHOE COUNTY SCHOOL DISTRICT AND WASHOE SCHOOL PRINCIPALS ASSOCIATION FOR 2011 CURRENT MEMBER

WSPA and the District have had a number of discussions regarding NABC since February, 2009. As a result of those discussions the following MOU to the current collective bargaining agreement, if ratified by the parties, will take place effective upon ratification of this MOU.

Since, 2000, discussions and procedures for WSPA administrators have been developed by the parties relating to NABC. As a result of those procedures several administrators have successfully achieved the NABC. As a result and based on past agreements between the parties, one (1) administrator currently achieving the NABC has received an eight (8%) percent increase in base pay, paid over a 12-month period. The parties agree that the increase in base pay for this administrator shall continue for a ten (10) year period.

The one (1) individual currently holding NABC has been utilized and has received compensation (stipends) for mentoring, instructing, advising and designing programs for the District's Principals Academy, as well as undertaking other extra duties and responsibilities. As a result of this agreement the one (1) individual shall not receive additional compensation, other than the 8% base salary increase, unless the extra duties and responsibilities she undertakes exceeds three (3) thousand dollars (\$3,000.00) in a school year. The one (1) individual shall have the option to not participate in any extra duties or responsibilities relating to or from the NABC. However, should she participate in those extra duties and responsibilities that are subject to compensation, she shall receive written recognition by the District for her service to the District. This recognition shall be in addition to the possibility that she may be financially compensated, should those extra duties that are subject to compensation, exceed three (3) thousand dollars (\$3,000.00) in a school year.

NEW ADMINISTRATORS ENROLLING IN NABC (Effective upon ratification of this agreement by the parties):

Currently there is one (1) individual working towards achieving NABC, other than the one (1) individual referenced above, and he shall receive financial compensation/recognition for his achievement, as follows:

A five (5) thousand dollar (\$5,000.00) yearly increase in pay, paid over a 12-month period, of each new school year. He shall also receive additional financial compensation/stipends for any extra duties or responsibilities undertaken for service contribution to the Staff Development Office for mentoring, instructing, advising and designing programs and other additional services that are subject to compensation. Those extra services will be optional for this individual. This administrator shall have the option to not participate in any extra duties or responsibilities relating to or from the NABC. However, he shall receive the annual five (5) thousand dollars (\$5000.00) yearly increase in pay for achieving NABC. In addition to the financial compensation for undertaking those extra duties/responsibilities, this individual shall also receive written recognition from the District for his services to the District. The parties agree that the five (5) thousand dollars (\$5000.00) annual bonus paid over a 12-month period for this administrator, shall continue for a ten (10) year period.

Inasmuch as a new National Board Certification Program is being developed by the National Board Certification for Principals, no new entrants will be accepted into the existing program. Once the new program is developed and ready for implementation, individuals may begin participating in the new National Board Certification for Principals program. Those principals who are successful in achieving the new National Board Certification for Principals, will be compensated as follows:

A five (5) thousand dollar (\$5,000.00) yearly increase in pay, paid over a 12-month period, of each new school year. They shall also receive additional financial compensation/stipends for any extra duties or responsibilities undertaken for service contribution to the Staff Development Office for mentoring, instructing, advising and designing programs and other additional services that are subject to compensation. Those extra services would be optional for those administrators. These administrators shall have the option to not participate in any extra duties or responsibilities relating to or from the NABC. However, they shall receive the annual five (5) thousand dollars (\$5000.00) yearly increase in pay for achieving NABC. In addition to the financial compensation for undertaking, those extra duties/responsibilities those individuals shall also receive written recognition from the District for their services to the District. The parties agree that the five (5) thousand dollars (\$5000.00) annual bonus paid over a 12-month period for those administrators, shall continue for a ten (10) year period.

Memorandum of Understandings

All Memorandum of Understandings that currently exist in the 2015-2017 CBA shall continue as described in Appendix A. **(2017)**

APPENDIX B

WASHOE COUNTY SCHOOL DISTRICT
CERTIFICATED ADMINISTRATORS SALARY SCHEDULE 2017-2018

Effective 07/2017

10 Month

	1a	1b	1c	2a	2b	2c	3a	3b	3c	4a	4b	4c	5a	5b	5c	6a	6b	6c	7a	7b	7c	11a	11b	11c	15a	15b	15c
39	62,119	66,839	71,920	63,361	68,176	73,358	64,628	69,540	74,827	65,921	70,930	76,322	67,241	72,348	77,849	69,259	74,521	80,184	71,331	76,756	82,591	74,188	79,828	85,893	77,153	83,019	89,328
40	68,004	73,169	78,734	69,363	74,637	80,307	70,752	76,127	81,913	72,163	77,651	83,551	75,611	81,702	88,225	78,818	84,844	91,292	81,216	87,389	94,030	84,463	90,884	97,790	104,930	112,403	120,249
41	70,723	76,098	81,882	72,136	77,621	83,520	73,581	79,173	85,190	75,052	80,757	86,893	78,553	84,771	91,292	81,216	87,389	94,030	84,463	90,884	97,790	87,841	94,521	101,703	108,884	116,265	123,846
42	71,274	76,688	82,519	72,698	78,225	84,168	74,152	79,787	85,851	75,633	81,384	87,568	77,149	83,010	89,323	79,464	85,502	92,002	81,845	88,068	94,761	85,121	91,590	98,551	105,524	112,697	119,970
43	73,552	79,143	85,157	75,023	80,724	86,862	76,523	82,341	88,598	78,054	83,986	90,370	79,616	85,666	92,178	82,005	88,237	94,943	84,463	90,884	97,790	87,841	94,521	101,703	108,884	116,265	123,846
44	78,702	84,682	91,118	80,275	86,378	92,940	81,881	88,103	94,799	83,520	89,866	96,694	85,188	91,664	98,630	87,083	94,414	101,590	90,376	97,246	104,637	93,994	101,135	108,820	116,505	124,190	131,875

11 Month

11 month	Principals ES & MS			August 1 - June 30									18 Vacation Days														
	1a	1b	1c	2a	2b	2c	3a	3b	3c	4a	4b	4c	5a	5b	5c	6a	6b	6c	7a	7b	7c	11a	11b	11c	15a	15b	15c
34	68,331	73,523	79,112	69,671	74,994	80,694	71,091	76,494	82,310	72,513	78,023	83,954	73,965	79,583	85,634	76,185	81,973	88,202	78,464	84,432	90,850	81,607	87,811	94,482	84,868	91,870	98,261
35	71,743	77,195	83,063	73,176	78,741	84,725	74,642	80,315	86,419	76,134	81,922	88,146	77,657	83,559	89,910	79,989	86,068	92,609	82,387	88,649	95,386	85,861	92,195	99,200	89,108	96,304	103,170
36	74,543	80,206	86,304	76,033	81,813	88,029	77,553	83,447	89,789	79,102	85,117	91,585	80,688	86,818	93,420	83,109	89,424	96,222	85,599	92,108	99,108	89,026	95,791	103,072	92,585	99,623	107,193
37	77,088	82,947	89,252	78,632	84,606	91,037	80,203	86,298	92,856	81,808	88,025	94,717	83,444	89,784	96,608	85,947	92,480	99,505	88,525	95,253	102,493	92,066	99,063	106,591	95,751	102,793	110,855
38	78,757	84,742	91,183	80,333	86,437	93,007	81,938	88,165	94,866	83,579	89,930	96,766	85,250	91,727	98,699	87,807	94,481	101,659	90,441	97,315	104,711	94,058	101,210	108,897	97,822	105,256	113,254
39	80,426	86,537	93,114	82,034	88,268	94,977	83,673	90,032	96,876	85,350	91,835	98,815	87,056	93,670	100,790	89,667	96,482	103,813	92,357	99,377	106,929	96,050	103,354	111,203	99,893	107,485	115,818
40	82,095	88,332	95,045	83,735	90,099	96,947	85,408	91,899	98,886	87,121	93,740	100,864	88,862	95,613	102,881	91,527	98,483	105,967	94,723	101,439	109,147	98,042	105,498	113,509	101,964	109,741	118,052
41	83,762	90,129	96,977	85,437	91,929	98,917	87,145	93,767	100,897	88,891	95,646	102,914	90,667	97,556	104,970	93,386	100,485	108,121	96,188	103,500	111,365	100,035	107,638	115,818	104,037	111,943	120,453
42	85,512	91,979	98,727	87,187	93,679	100,667	88,895	95,517	102,647	90,641	97,396	104,664	92,417	99,306	106,720	95,136	102,235	109,871	97,938	105,250	113,115	101,785	109,388	117,568	105,787	113,693	122,203
43	87,262	93,629	100,477	88,937	95,429	102,417	90,645	97,267	104,397	92,391	99,146	106,414	94,167	101,056	108,470	96,886	103,985	111,621	99,688	107,000	114,865	103,535	111,138	119,318	107,537	115,443	123,953
44	89,012	95,379	102,227	90,687	97,179	104,167	92,395	99,017	106,147	94,141	100,896	108,164	95,917	102,806	110,220	98,636	105,735	113,371	101,438	108,750	116,615	105,285	112,888	121,068	109,287	117,193	125,703
45	90,762	97,129	103,977	92,437	98,929	105,917	94,145	100,767	107,897	95,891	102,646	109,914	97,667	104,556	111,970	100,386	107,485	115,121	103,188	110,500	118,365	107,035	114,638	122,818	111,037	118,943	127,453

12 Month

22 Month	Principals HS & MTR						July 1 - June 30						20 Vacation Days														
	1a	1b	1c	2a	2b	2c	3a	3b	3c	4a	4b	4c	5a	5b	5c	6a	6b	6c	7a	7b	7c	11a	11b	11c	15a	15b	15c
38	85,839	92,762	100,211	87,683	94,723	102,321	89,520	96,725	104,473	91,416	98,764	106,666	93,349	100,841	108,905	96,308	104,024	112,330	99,353	107,302	115,857	103,538	111,805	120,702	107,889	116,487	125,741
39	87,589	94,512	101,961	89,413	96,473	104,071	91,270	98,475	106,223	93,166	100,514	108,416	95,099	102,591	110,655	98,058	105,774	114,080	101,103	109,052	117,607	105,288	113,555	122,452	109,639	118,231	127,491
40	89,339	96,262	103,711	91,163	98,223	105,821	93,020	100,225	107,973	94,916	102,264	110,166	96,849	104,341	112,405	99,808	107,524	115,830	102,853	110,802	119,357	107,038	115,305	124,202	111,389	119,587	128,241
41	91,089	98,012	105,461	92,913	99,973	107,571	94,770	101,975	109,723	96,666	104,014	111,916	98,599	106,091	114,155	101,558	109,274	117,580	104,603	112,552	121,107	108,788	117,055	125,952	113,133	121,737	130,991
42	92,839	99,762	107,211	94,663	101,723	109,321	96,520	103,725	111,473	98,416	105,764	113,666	100,349	107,841	115,905	103,308	111,024	119,330	106,353	114,302	122,857	110,538	118,805	127,702	114,869	123,487	132,741
43	94,589	101,512	108,961	96,413	103,473	111,071	98,270	105,475	113,223	100,166	107,514	115,416	102,099	109,591	117,655	105,058	112,774	121,080	108,103	116,052	124,607	112,288	120,555	129,452	119,639	128,237	134,491
44	96,339	103,262	110,711	98,163	105,223	112,821	100,020	107,225	114,973	101,916	109,264	117,166	103,849	111,341	119,405	106,808	114,524	122,830	109,853	117,802	126,357	114,038	122,305	131,202	118,389	126,587	136,241
45	98,089	105,012	112,461	99,913	106,973	114,571	101,770	108,975	116,723	103,666	111,014	118,916	105,599	113,091	121,155	108,558	116,274	124,580	111,603	119,552	128,107	115,788	124,055	132,952	129,139	128,737	137,991

(Site) Factor Points

Staff Size	0-16	17-34	35+
1-30	39	40	41
31-60	41	42	43
61-90	42	43	44
91-120	43	44	45
120+	43	44	45

a = Masters
b = Masters + 16
c = Masters + 32

10 Month	
Range 39	Elementary School Assistant Principal TMCC Administrative Specialist
Range 40	Assessment Project Specialist CTE School/Community Specialist
Range 43	Mental Health Program Administrator Professional Learning Specialist II School Improvement Coordinator II

11 Month	
Range 34	Elementary School MTR Assistant Principals
Range 35	Middle School Assistant Principal Rise Academy Assistant Principal
Range 36	SSS Compliance Coordinator Professional Learning Administrator Transition Coordinator (VOICE)
Range 37	Accountability and Parental Inv Spec CTE Coordinator I Extended Studies & Distance Ed Coordinator High School Assistant Principal Student Activity/Athletic Coordinator Turning Point Administrator TIF 4 APOSA Corbett APOSA Zoom APOSA
Range 39	North Star On-Line Principal TMCC Principal
Range 40	Washoe Inspire Principal
Range 41	AACT Principal Piccolo Principal Rise Academy Principal Moss ES POSA
Range 43	Billinghurst MS POSA Sparks MS POSA

12 Month	
Range 38	21st Learning Administrative Coordinator C&I Coordinator II Counseling Coordinator II Health Service Assistant Director JROTC Director K-12 Fine Arts Coordinator MTSS Coordinator NWRPDP Director SPED Professional Development Specialist Lead Psychologist Coordinator TIF 4 Coordinator II SSS Admin Compliance Coordinator II
Range 39	Assessment Director Curriculum & Instruction Director Director Career & Technical Education Director ELL & World Languages Director of Gifted & Talented Health Services Director Professional Learning Director Title I Director TIF 4 Director
Range 45	Sparks HS POSA

WASHOE COUNTY SCHOOL DISTRICT
CERTIFICATED ADMINISTRATORS SALARY SCHEDULE 2018-2019

Effective 07/2018

10 Month

	1a	1b	1c	2a	2b	2c	3a	3b	3c	4a	4b	4c	5a	5b	5c	6a	6b	6c	7a	7b	7c	11a	11b	11c	15a	15b	15c
39	62,740	67,507	72,639	63,995	68,858	74,092	65,274	70,235	75,575	66,580	71,639	77,085	67,913	73,071	78,627	69,952	75,266	80,986	72,044	77,524	83,417	74,930	80,626	86,752	77,925	83,849	90,221
40	68,684	73,901	79,521	70,057	75,383	81,110	71,460	76,888	82,732	72,885	78,428	84,387	76,367	82,000	87,994	79,994	85,994	92,000	83,994	89,994	96,000	87,994	93,994	100,000	91,994	97,994	104,000
41	71,430	76,859	82,701	72,857	78,397	84,355	74,317	79,965	86,042	75,803	81,565	87,762	77,319	83,195	89,188	80,642	86,642	92,642	84,642	90,642	96,642	88,642	94,642	100,642	92,642	98,642	104,642
42	71,987	77,455	83,344	73,425	79,007	85,010	74,894	80,585	86,710	76,389	82,198	88,444	77,920	83,840	90,216	80,259	86,357	92,922	84,663	90,763	96,763	88,763	94,763	100,763	92,763	98,763	104,763
43	74,288	79,924	86,009	75,773	81,531	87,731	77,288	83,164	89,484	78,835	84,826	91,274	80,412	86,523	93,100	82,825	89,119	95,892	85,308	91,793	98,768	88,719	95,466	102,720	92,722	99,285	106,827
44	79,489	85,529	92,029	81,078	87,242	93,869	82,700	88,984	95,747	84,355	90,765	97,661	86,040	92,581	99,616	87,954	95,358	102,606	91,280	98,218	105,683	94,934	102,146	109,908	98,729	106,230	114,306

11 Month

Principals ES & MS																																									
1a		1b		1c		2a		2b		2c		3a		3b		3c		1a Vacation Days						7a		7b		7c		11a		11b		11c		15a		15b		15c	
34	69,014	74,258	79,903	70,368	75,744	81,501	71,802	77,259	83,133	73,238	78,803	84,794	74,705	80,379	86,490	76,947	82,793	89,084	79,249	85,276	91,759	82,423	88,689	95,427	85,717	92,233	99,244	89,999	96,843	104,202	93,511	100,619	108,265	98,800	106,309	114,387	105,077	113,062	121,658		
35	72,460	77,958	83,894	73,908	79,528	85,572	75,388	81,118	87,283	76,895	82,741	89,027	78,434	84,395	90,809	80,789	86,929	93,535	83,211	89,535	96,340	86,720	93,117	100,192	89,999	96,843	104,202	93,511	100,619	108,265	98,800	106,309	114,387	105,077	113,062	121,658					
36	75,288	81,008	87,167	76,793	82,631	88,909	78,329	84,281	90,687	79,893	85,968	92,501	81,495	87,686	94,354	83,940	90,318	97,184	86,455	93,029	100,099	89,916	96,749	104,103	93,511	100,619	108,265	98,800	106,309	114,387	105,077	113,062	121,658								
37	77,859	83,776	90,145	79,418	85,452	91,947	81,005	87,161	93,785	82,626	88,905	95,664	84,278	90,682	97,574	86,806	93,405	100,500	89,410	96,206	103,518	92,987	100,654	107,657	96,709	104,057	111,964	100,619	108,265	116,976	105,077	113,062	121,658								
38	79,545	85,589	92,095	81,136	87,301	93,937	82,757	89,047	95,815	84,415	90,829	97,734	86,103	92,644	99,686	88,685	95,426	102,676	91,345	98,288	105,758	94,999	102,222	109,986	98,800	106,309	114,387	100,619	108,265	116,976	105,077	113,062	121,658								
39	81,230	87,402	94,045	82,854	89,151	95,927	84,510	90,932	97,845	86,204	92,753	99,803	87,927	94,607	101,798	90,564	97,447	104,851	93,281	100,371	107,998	97,011	104,388	112,513	100,892	108,560	116,976	105,077	113,062	121,658											
40	82,916	89,215	95,995	84,572	91,000	97,916	86,262	92,818	99,875	87,992	94,677	101,873	89,571	96,569	103,910	92,442	99,468	107,027	95,216	102,453	110,238	99,022	106,553	114,644	102,984	110,811	119,233	100,892	108,560	116,976	105,077	113,062	121,658								
41	84,600	91,030	97,947	86,291	92,848	99,906	88,016	94,705	101,906	89,780	96,602	103,943	91,574	98,532	106,020	94,320	101,490	109,202	97,150	104,535	112,479	101,035	108,714	116,976	105,077	113,062	121,658	100,892	108,560	116,976	105,077	113,062	121,658								
42	86,367	92,798	99,714	88,059	94,616	101,674	89,784	96,472	103,673	91,547	98,370	105,711	93,341	100,299	107,787	96,087	103,257	110,970	98,917	106,303	114,246	102,803	110,482	118,744	106,845	114,830	123,425	100,892	108,560	116,976	105,077	113,062	121,658								
43	88,135	94,565	101,482	89,826	96,383	103,441	91,551	98,240	105,441	93,315	100,137	107,478	95,109	102,067	109,555	97,855	105,025	112,737	100,685	108,070	116,014	104,570	112,249	120,511	108,612	116,597	125,193	100,892	108,560	116,976	105,077	113,062	121,658								
44	89,902	96,333	103,249	91,594	98,151	105,209	93,319	100,007	107,208	95,082	101,905	109,246	96,876	103,834	111,322	98,622	106,792	114,505	102,452	109,838	117,781	106,338	114,017	122,279	110,380	118,365	126,960	100,892	108,560	116,976	105,077	113,062	121,658								
45	91,670	98,100	105,017	93,361	99,918	106,976	95,086	101,775	108,976	96,850	103,672	111,013	98,644	105,602	113,090	101,390	108,560	116,272	104,220	111,605	119,549	108,105	115,784	124,046	112,147	120,132	128,728	100,892	108,560	116,976	105,077	113,062	121,658								

12 Month

12 Month		Principals HS & MTR										1st - June 30														20 Vacation Days																													
		1a		1b		1c		2a		2b		2c		3a		3b		3c		4a		4b		4c		5a		5b		5c		6a		6b		6c		7a		7b		7c		11a		11b		11c		15a		15b		15c	
38	86,697	93,690	101,213	88,540	95,670	103,344	90,415	97,692	105,518	92,330	99,752	107,733	94,282	101,849	109,994	97,271	105,064	113,453	100,347	108,375	117,016	104,573	112,923	121,909	108,968	117,652	126,998	105,064	113,453	121,909	108,968	117,016	104,573	112,923	121,909	108,968	117,652	126,998	105,064	113,453	121,909	108,968	117,016	104,573	112,923	121,909	108,968	117,652	126,998						
39	88,465	95,457	102,981	90,307	97,438	105,112	92,183	99,460	107,285	94,098	101,519	109,500	96,050	103,617	111,762	99,039	106,832	115,221	102,114	110,143	118,783	106,341	114,691	123,677	110,735	119,419	128,766	106,832	115,221	123,677	110,735	119,419	128,766	106,832	115,221	123,677	110,735	119,419	128,766	106,832	115,221	123,677	110,735	119,419	128,766	106,832	115,221	123,677	110,735	119,419	128,766				
40	90,232	97,225	104,748	92,075	99,205	106,879	93,950	101,227	109,053	95,865	103,287	111,268	97,817	105,384	113,529	100,806	108,599	116,988	103,882	111,910	120,551	108,108	116,458	125,444	112,503	121,187	130,533	103,287	111,268	125,444	112,503	121,187	130,533	103,287	111,268	125,444	112,503	121,187	130,533	103,287	111,268	125,444	112,503	121,187	130,533	103,287	111,268	125,444	112,503	121,187	130,533				
41	92,000	99,992	107,516	94,842	102,073	109,647	96,718	104,095	111,820	98,633	106,054	113,035	99,585	107,152	115,297	102,574	110,367	118,756	105,649	113,678	122,318	109,876	118,226	127,212	114,270	122,954	132,301	102,073	109,647	127,212	114,270	122,954	132,301	102,073	109,647	127,212	114,270	122,954	132,301	102,073	109,647	127,212	114,270	122,954	132,301	102,073	109,647	127,212	114,270	122,954	132,301				
42	93,767	101,760	109,283	96,610	104,040	111,614	98,685	106,062	113,887	100,695	108,519	116,054	103,441	111,234	119,023	106,417	114,213	122,003	109,417	117,213	125,003	112,803	120,593	128,383	116,178	124,068	132,068	104,040	111,614	128,383	116,178	124,068	132,068	104,040	111,614	128,383	116,178	124,068	132,068	104,040	111,614	128,383	116,178	124,068	132,068	104,040	111,614	128,383	116,178	124,068	132,068				
43	95,535	103,527	111,051	97,377	104,508	112,182	99,253	106,530	114,355	101,168	108,589	116,570	103,120	110,687	118,832	106,109	113,902	122,291	109,184	117,213	125,853	113,411	121,761	130,747	117,805	126,489	135,836	106,530	114,355	130,747	117,805	126,489	135,836	106,530	114,355	130,747	117,805	126,489	135,836	106,530	114,355	130,747	117,805	126,489	135,836	106,530	114,355	130,747	117,805	126,489	135,836				
44	97,302	105,295	112,819	99,145	106,275	113,949	101,020	108,297	116,123	102,935	110,357	118,338	104,887	112,454	120,599	107,876	115,669	124,058	110,952	118,980	127,621	115,178	123,528	132,514	119,573	128,257	137,603	108,297	116,123	132,514	119,573	128,257	137,603	108,297	116,123	132,514	119,573	128,257	137,603	108,297	116,123	132,514	119,573	128,257	137,603	108,297	116,123	132,514	119,573	128,257	137,603				
45	99,070	106,661	114,586	100,912	108,043	115,717	102,788	110,065	117,890	104,703	112,124	120,105	106,655	114,222	122,367	109,644	117,437	125,826	112,719	120,748	129,388	116,946	125,296	134,282	121,340	130,024	139,371	106,661	114,586	134,282	121,340	130,024	139,371	106,661	114,586	134,282	121,340	130,024	139,371	106,661	114,586	134,282	121,340	130,024	139,371	106,661	114,586	134,282	121,340	130,024	139,371				

(Site) Factor Points

Staff Size	0-16	17-34	35+
1-30	39	40	41
31-60	41	42	43
61-90	42	43	44
91-120	43	44	45
120+	43	44	45

a = Masters
b = Masters + 16
c = Masters + 32

10 Month	
Range 39	Elementary School Assistant Principal
Range 40	TMCC Administrative Specialist
Range 41	Assessment Project Specialist
Range 42	Mental Health Program Administrator
Range 43	Professional Learning Specialist II
Range 44	School Improvement Coordinator II

11 Month	
Range 34	Elementary School MTR Assistant Principals
Range 35	Middle School Assistant Principal
Range 36	AACT Assistant Principal
Range 37	Rise Academy Assistant Principal
Range 38	SSS Instructional Coordinator
Range 39	Transition Coordinator (VOICE)
Range 40	Accountability and Parental Inv Spec
Range 41	Charter Oversight & Sec 504 Coordinator
Range 42	CTE Coordinator
Range 43	Extended Studies & Distance Ed Coordinator
Range 44	GT Programs Coordinator
Range 45	High School Assistant Principal
Range 46	NV KIDS Read/Victory/Zoom Coordinator
Range 47	Professional Growth Systems Coordinator
Range 48	Student Activity/Athletic Coordinator
Range 49	Professional Learning Coordinator
Range 50	Turning Point Administrator
Range 51	TMCC Principal
Range 52	North Star On-Line Principal
Range 53	Washoe Inspire Principal
Range 54	AACT Principal
Range 55	Rise Academy Principal

12 Month	
Range 36	21st Learning Administrative Coordinator
Range 37	Counseling Coordinator
Range 38	Health Service Assistant Director
Range 39	JROTC Director
Range 40	K-12 Fine Arts Coordinator
Range 41	MTSS Coordinator
Range 42	NWRPDP Director
Range 43	SPED Professional Development Specialist
Range 44	Lead Psychologist Coordinator
Range 45	SSS Admin Compliance Coordinator
Range 46	Assessment Director
Range 47	Curriculum & Instruction Director
Range 48	Director Career & Technical Education
Range 49	Director ELL & World Languages
Range 50	Director of Gifted & Talented
Range 51	Health Services Director
Range 52	Professional Learning Director
Range 53	Professional Growth Systems Director
Range 54	Title I Director
Range 55	Piccolo Principal
Range 56	Re-Engagement & Graduation Director

Updated 8/23/2017